

## **EXHIBIT 2**

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28 UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA – SOUTHERN DIVISION

SYLVIA BENTON, individually and on  
behalf of all others similarly situated,

Plaintiff,

v.

GENERAL MOTORS LLC,

Defendant.

Case No.:

**CLASS ACTION**

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

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1 Plaintiff Sylvia Benton, individually and as class representative on behalf of  
2 all similarly situated persons and the general public, brings this action against  
3 Defendant General Motors LLC (“Defendant” or “GM”) and allege as follows:

4 **I. INTRODUCTION**

5 1. This case involves an egregious and unprecedented failure to disclose  
6 and to affirmatively conceal a known defect in GM vehicles.

7 2. An auto manufacturer should never make profits more important than  
8 safety and should never conceal defects that exist in its vehicles from consumers or  
9 the public. GM’s Vehicle Safety Chief, Jeff Boyer has stated that: “Nothing is more  
10 important than the safety of our customers in the vehicles they drive.” Yet GM  
11 failed to live up to this commitment.

12 3. The first priority of a car manufacturer should be to ensure that its  
13 vehicles are safe, and particularly that its vehicles have operable ignition systems,  
14 airbags, power-steering, power brakes, and other safety features that can prevent or  
15 minimize the threat of death or serious bodily harm in a collision. In addition, a car  
16 manufacturer must take all reasonable steps to ensure that, once a vehicle is running,  
17 it operates safely, and its critical safety systems (such as engine control, braking, and  
18 airbag systems) work properly until such time as the driver shuts the vehicle down.  
19 Moreover, a manufacturer that is aware of dangerous design defects that cause its  
20 vehicles to shut down during operation, or the vehicles’ airbags not to deploy, must  
21 promptly disclose and remedy such defects.

22 4. Since at least 2003, GM has sold millions of vehicles throughout the  
23 United States and worldwide that have a safety defect in which the vehicle’s ignition  
24 switch can unintentionally move from the “run” position to the “accessory” or “off”  
25 position, resulting in a loss of power, vehicle speed control, and braking, as well as a  
26 failure of the vehicle’s airbags to deploy.

27 5. GM began installing these ignition switch systems in models from at  
28 least 2003 through at least 2007 and possibly later. GM promised that these new



1 systems would operate safely and reliably. This promise turned out to be false in  
2 several material respects. In reality, GM concealed and did not fix a serious quality  
3 and safety problem plaguing its vehicles.

4 6. Worse yet, the defects in GM's vehicles could have been easily avoided.

5 7. From 2004 to the present, GM received reports of crashes and injuries  
6 that put GM on notice of the serious safety issues presented by its ignition switch  
7 system.

8 8. Yet, despite the dangerous nature of this defect and its effects on critical  
9 safety systems, GM concealed its existence and failed to remedy the problem.

10 9. Despite notice of the defect in its vehicles, GM did not disclose to  
11 consumers that its vehicles – which GM for years had advertised as “safe” and  
12 “reliable” – were in fact neither safe nor reliable.

13 10. GM's CEO, Mary Barra has admitted in a video message that:  
14 “Something went wrong with our process in this instance, and terrible things  
15 happened.”

16 11. This case arises from GM's breach of its obligations and duties,  
17 including GM's failure to disclose that, as a result of defective ignition switches, at  
18 least 1.6 million GM vehicles have the propensity to shut down during normal  
19 driving conditions and create an extreme and unreasonable risk of accident, serious  
20 bodily harm, and death.

21 12. GM's predecessor, General Motors Corporation (“Old GM”)  
22 (sometimes, together with GM, “the Companies”) also violated these rules by  
23 designing and marketing vehicles with defective ignition switches, and then by  
24 failing to disclose that defect even after it became aware that the ignition switch  
25 defect was causing fatal accidents. In addition to the liability arising out of the  
26 statutory obligations assumed by GM, GM also has successor liability for the  
27 deceptive and unfair acts and omissions of Old GM because GM has continued the  
28 business enterprise of Old GM with full knowledge of the ignition switch defects.

1           13. The defective ignition switches were manufactured by Delphi  
2 Automotive PLC (“Delphi”). Once a subsidiary of Old GM, Delphi spun-off from  
3 Old GM in 1999, and became an independent publicly held corporation.

4           14. Plaintiff alleges, based on information and belief, that Delphi knew its  
5 ignition switches were defective. Nevertheless, Delphi continued to manufacture  
6 and sell the defective ignition switch systems, which it knew would be used in the  
7 vehicles of Plaintiff and the Class.

8           15. Plaintiff brings this action for a Class of all persons in the United States  
9 who currently own or lease one or more of the following GM vehicles: 2003-07  
10 Saturn Ion; 2005-07 Chevrolet Cobalt; 2007 Pontiac G5; 2006-07 Chevrolet HHR;  
11 2006-07 Pontiac Solstice; and 2007 Saturn Sky (hereinafter “Defective Vehicles”).

12           16. Plaintiff believes that there are other GM vehicles which suffer from the  
13 same or substantially similar ignition switch defects as the Defective Vehicles  
14 identified above. Accordingly, Plaintiff will supplement the list of Defective  
15 Vehicles to include additional GM vehicles that have defective ignition switches,  
16 which result in a loss of vehicle speed control, loss of braking control, and airbag  
17 non-deployment.

18           17. In the alternative to their nationwide class claims, Plaintiff also brings  
19 claims under the laws of the States that have consumer protection statutes on behalf  
20 of the respective residents of each of those States who currently own one or more of  
21 the Defective Vehicles.

22           18. The Defective Vehicles are defective and dangerous for multiple  
23 reasons, including the following (collectively, the “ignition switch defects”):

24               a. The ignition switches can inadvertently shut off the engine and  
25 vehicle electrical system during normal driving conditions;

26               b. When the engine and the electrical system shut down, the power  
27 steering and power brakes also shut down, creating a serious risk of accident; and  
28

1 c. When the electrical system shuts down, the vehicle's airbags are  
2 disabled, creating a serious risk of serious bodily harm or death if an accident occurs.

3 19. The ignition switch defects make the Defective Vehicles unreasonably  
4 dangerous. Because of the defects, the Defective Vehicles are likely to be involved  
5 in accidents, and, if accidents occur, there is an unreasonable and extreme risk of  
6 serious bodily harm or death to the vehicle's occupants and others in the vicinity.

7 20. GM admits to at least 12 deaths as a result of the ignition switch defects,  
8 but the actual number is believed to be much higher.

9 21. The ignition switch defects present a significant and unreasonable safety  
10 risk exposing Defective Vehicle owners, their passengers and others in the vicinity to  
11 a risk of serious injury or death.

12 22. For many years, GM has known of the ignition switch defects that exist  
13 in millions of Defective Vehicles sold in the United States. But, to protect its profits  
14 and maximize sales, GM concealed the defects and their tragic consequences and  
15 allowed unsuspecting vehicle owners to continue driving highly dangerous vehicles.

16 23. Under the Transportation Recall Enhancement, Accountability and  
17 Documentation Act ("TREAD Act"),<sup>1</sup> and its accompanying regulations, when a  
18 manufacturer learns that a vehicle contains a safety defect, the manufacturer must  
19 promptly disclose the defect.<sup>2</sup> If it is determined that the vehicle is defective, the  
20 manufacturer must notify vehicle owners, purchasers, and dealers of the defect and  
21 must remedy the defect.<sup>3</sup>

22 24. In addition to the TREAD Act and other laws, GM violated the  
23 Michigan Consumer Protection Act (the "MCPA") and fraudulently concealed the  
24 deadly ignition switch defects from consumers, owners, and lessees of the Defective  
25 Vehicles. GM also violated the TREAD Act by failing to timely inform NHTSA of  
26

27 <sup>1</sup> 49 U.S.C. §§ 30101-30170.

28 <sup>2</sup> 49 U.S.C. § 30118(c)(1) & (2).

<sup>3</sup> 49 U.S.C. § 30118(b)(2)(A) & (B).

1 the ignition switch defects and allowed cars to remain on the road with these defects.  
2 These same acts and omissions also violated various State consumer protection laws  
3 as detailed below.

4 25. Plaintiff and the Class have been damaged by GM's misrepresentations,  
5 concealment and non-disclosure of the ignition switch defects in the Defective  
6 Vehicles, as they are now holding highly dangerous vehicles whose value has greatly  
7 diminished because of GM's failure to timely disclose the serious defect.

8 26. Plaintiff and the Class were also damaged by the acts and omissions of  
9 Old GM for which GM is liable through successor liability because the Defective  
10 Vehicles they purchased are worth less than they would have been without the  
11 ignition switch defects.

12 27. Plaintiff and the Class either paid more for the Defective Vehicles than  
13 they would have had they known of the ignition switch defects, or they would not  
14 have purchased the Defective Vehicles at all had they known of the defects.

## 15 **II. JURISDICTION AND VENUE**

16 28. This Court has diversity jurisdiction over this action under 28 U.S.C.  
17 § 1332(a) and (d) because the amount in controversy for the Class exceeds  
18 \$5,000,000, and Plaintiff and other Class members are citizens of a different state  
19 than Defendant.

20 29. This Court has personal jurisdiction over Plaintiff because Plaintiff  
21 submits to the Court's jurisdiction. This Court has personal jurisdiction over GM  
22 because GM conducts substantial business in this District, and some of the actions  
23 giving rise to the complaint took place in this District.

24 30. Venue is proper in this District under 28 U.S.C. § 1391 because GM, as  
25 a corporation, is deemed to reside in any judicial district in which it is subject to  
26 personal jurisdiction. Additionally, GM transacts business within the District, and  
27 some of the events establishing the claims arose in this District.  
28

### III. PARTIES

31. Plaintiff and Class Representative Sylvia Benton is a resident and citizen of Barstow, California. Plaintiff owns a 2005 Chevy Cobalt. Plaintiff chose the Cobalt, in part, because she wanted a safely designed and manufactured vehicle. Plaintiff saw advertisements for Old GM vehicles before she purchased the Cobalt, and, although she does not recall the specifics of the advertisements, she does recall that safety and quality were consistent themes across the advertisements she saw. These representations about safety and quality influenced Plaintiff's decision to purchase the Cobalt. Plaintiff did not learn of the ignition switch defects until about March 2014. Had Old GM disclosed the ignition switch defects, Plaintiff would not have purchased her Cobalt, or would have paid less than she did, and would not have retained the vehicle.

32. Defendant General Motors LLC ("GM") is a foreign limited liability company formed under the laws of Delaware with its principal place of business located at 300 Renaissance Center, Detroit, Michigan. GM was incorporated in 2009 and on July 10, 2009, acquired substantially all assets and assumed certain liabilities of General Motors Corporation ("Old GM") through a Section 363 sale under Chapter 11 of the U.S. Bankruptcy Code. Collectively, Old GM and GM are sometimes referred to as "the Companies."

33. Among the liabilities and obligations expressly retained by GM after the bankruptcy are the following:

From and after the Closing, Purchaser [GM] shall comply with the certification, reporting and recall requirements of the National Traffic and Motor Vehicle Act, the Transportation Recall Enhancement, Accountability and Documentation Act, the Clean Air Act, the California Health and Safety Code, and similar laws, in each case, to the extent applicable in respect of vehicles and vehicle parts manufactured or distributed by [Old GM].

34. GM also expressly assumed:

all Liabilities arising under express written warranties of [Old GM] that are specifically identified as warranties and

delivered in connection with the sale of new, certified used or pre-owned vehicles or new or remanufactured motor vehicle parts and equipment (including service parts, accessories, engines and transmissions) manufactured or sold by [Old GM] or Purchaser prior to or after the Closing and (B) all obligations under Lemon Laws.

35. Because GM acquired and operated Old GM and ran it as a continuing business enterprise, and because GM was aware from its inception of the ignition switch defects in the Defective Vehicles, GM is liable through successor liability for the deceptive and unfair acts and omissions of Old GM, as alleged in this Complaint.

#### **IV. FACTUAL ALLEGATIONS**

##### **A. The Ignition Switch Defects in the Defective Vehicles**

36. Given the importance that a vehicle and its electrical operating systems remain operational during ordinary driving conditions, it is imperative that a vehicle manufacturer ensure that its vehicles remain operational from the time the driver starts the vehicle until the driver intentionally shuts down the vehicle. With respect to the Defective Vehicles, GM has failed to do so.

37. In the Defective Vehicles, the ignition switch defects can cause the vehicle's engine and electrical system to shut off, disabling the power steering and power brakes and causing the non-deployment of the vehicle's airbags in the event of a crash.

38. The Defective Vehicles are, therefore, unreasonably prone to be involved in accidents, and those accidents are unreasonably likely to result in serious bodily harm or death to the drivers and passengers of the Defective Vehicles, as well as to other vehicle operators and pedestrians.

##### **B. GM Knew of the Ignition Switch Defects for Years, but Concealed the Defects from Plaintiff and the Class**

39. Alarming, both Old GM and GM knew of the deadly ignition switch defects and their dangerous consequences for many years, but concealed their knowledge from Defective Vehicle owners.

1           40. For example, on July 29, 2005, Amber Marie Rose, age 16, died after  
2 her 2005 Chevrolet Cobalt crashed and the airbag failed to deploy. Ms. Rose's death  
3 is the first known of the hundreds of deaths and injuries attributable to the ignition  
4 switch defects. Ms. Rose's death was an early warning in what would become a  
5 decade-long failure by Old GM and GM to address the ignition switch problem.

6           41. Another incident involved 16-year old Megan Phillips. Ms. Phillips was  
7 driving a 2005 Chevrolet Cobalt that crashed in Wisconsin in 2006, killing two of her  
8 teenage friends when the car left the road and hit a clump of trees. NHTSA  
9 investigators found that the key had moved from the "run" to the "accessory" position,  
10 turning off the engine and disabling the vehicle's airbags before impact. According to  
11 Ms. Phillips, the families of her deceased friends blamed her and refused to speak with  
12 her; only after the recall was finally announced did they begin communicating. As  
13 she stated, "I don't understand why [GM] would wait 10 years to say something. And  
14 I want to understand it but I never will."<sup>4</sup>

15           42. Rather than publicly admitting the dangerous safety defects in its  
16 vehicles, the Companies attempted to attribute these and other incidents to "driver  
17 error." Every year from 2005 to 2012, first Old GM and then GM received reports  
18 of deaths in Cobalts involving steering and/or airbag failures, including:

- 19           • 2005: 26 Cobalt Death and Injury Incidents, including 1 death  
20           citing Airbag as component involved.
- 21           • 2006: 69 Cobalt Death and Injury Incidents, including 2  
22           deaths citing Airbag as component involved and 4 deaths  
            citing Unknown component.
- 23           • 2007: 87 Cobalt Death and Injury Incidents, including 3  
24           deaths citing Airbag as component involved.
- 25           • 2008: 106 Cobalt Death and Injury Incidents, including 1  
26           death citing Airbag as component involved and 2 deaths citing  
            Unknown component.

27           <sup>4</sup> "Owners of Recalled GM Cars Feel Angry, Vindicated," REUTERS (Mar. 17,  
28 2014).

- 1 • 2009: 133 Cobalt Death and Injury Incidents, including 1  
2 death citing Airbag as component involved, 1 death citing  
3 Service Brake as component involved, 1 death citing Steering  
4 as component involved, and 2 deaths citing Unknown  
5 component.
- 6 • 2010: 400 Cobalt Death and Injury Incidents, including 2  
7 deaths citing Airbag as component involved, 12 deaths citing  
8 steering as component involved, and 1 death citing Unknown  
9 component.
- 10 • 2011: 187 Cobalt Death and Injury Incidents, including 2  
11 deaths citing Airbag as component involved, 2 deaths citing  
12 Steering as component involved, and 1 Unknown component.
- 13 • 2012: 157 Cobalt Death and Injury Incidents, including 5  
14 deaths citing Airbag as component involved, and 4 deaths  
15 citing Steering as component involved.

16 43. GM now admits that Old GM learned of the ignition switch defects as  
17 early as 2001. During the pre-production development of the Saturn Ion, Old GM  
18 engineers learned that the ignition could inadvertently move from the “Run” position  
19 to the “Accessory” or “Off” position. Old GM claimed that a switch design change  
20 “had resolved the problem.”<sup>5</sup>

21 44. In 2003, an internal report documented an instance in which the service  
22 technician observed a stall while driving. The service technician noted that the  
23 weight of several keys on the key ring had worn out the ignition switch. The switch  
24 was replaced and the matter was closed.<sup>6</sup>

25 45. According to GM’s latest chronology submitted to NHTSA pursuant to  
26 49 C.F.R. § 573.6, Old GM engineers encountered the problem again in 2004 during  
27 test drives of the Chevy Cobalt, before it went to market.

28 46. Old GM opened an engineering inquiry, known as a “Problem  
Resolution Tracking System inquiry” (“PRTS”), to investigate the issue. According

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<sup>5</sup> “G.M. Reveals It Was Told of Ignition Defect in ’01,” D. Ivory, NEW YORK TIMES (Mar. 12, 2014).

<sup>6</sup> *Id.*



1 to the chronology provided to NHTSA by GM, engineers pinpointed the problem and  
2 were “able to replicate this phenomenon during test drives.”

3 47. According to GM, the PRTS engineers “believed that low key cylinder  
4 torque effort was an issue and considered a number of potential solutions.” But after  
5 considering cost and the amount of time it would take to develop a fix, Old GM did  
6 nothing.

7 48. As soon as the 2005 Cobalt hit the market, Old GM almost immediately  
8 started getting complaints about sudden loss of power incidents, “including instances  
9 in which the key moved out of the ‘run’ position when a driver inadvertently  
10 contacted the key or steering column.”<sup>7</sup> Old GM opened additional PRTS inquiries.

11 49. In another PRTS opened in May 2005, Old GM engineers again  
12 assessed the problem and proposed that GM re-design the key head from a “slotted”  
13 to a “hole” configuration. After initially approving the proposed fix, Old GM  
14 reversed course and again declined to implement a fix.<sup>8</sup>

15 50. Instead, in October 2005, Old GM simply issued a Technical Service  
16 Bulletin (“TSB”) advising service technicians and GM dealers that the inadvertent  
17 turning of the key cylinder was causing the loss of the car’s electrical system.

18 51. Rather than disclosing the true nature of the defects and correcting  
19 them, under the TSB, Old GM gave customers who brought in their vehicle  
20 complaining about the issue “an insert for the key ring so that it goes from a ‘slot’  
21 design to a hole design” to prevent the key ring from moving up and down in the  
22 slot. “[T]he previous key ring” was “replaced with a smaller” one; this change was  
23 supposedly able to keep the keys from hanging as low as they had in the past.<sup>9</sup>

24  
25  
26 <sup>7</sup> March 11, 2014 Chronology Re: Recall of 2006 Chevron HHR and Pontiac  
27 Solstice, 2003-2007 Saturn Ion, and 2007 Saturn Sky Vehicles, at 1.

28 <sup>8</sup> *Id.*

<sup>9</sup> *Id.* at 1-2.

1 According to GM's records, Old GM dealers provided key inserts to 474 customers  
2 who brought their vehicles into dealers for service.<sup>10</sup>

3 52. Yet there was no recall. And, not surprisingly, Old GM continued to get  
4 complaints.

5 53. In 2006, Old GM approved a design change for the Cobalt's ignition  
6 switch supplied by Delphi. The new design included "the use of a new detent  
7 plunger and spring that increased torque force in the ignition switch." But the new  
8 design was not produced until the 2007 model year.<sup>11</sup>

9 54. In 2007, NHTSA investigators met with Old GM to discuss its airbags,  
10 and informed Old GM of the July 2005 frontal and fatal crash involving Amber  
11 Marie Rose.

12 55. As alleged above, the airbags in Ms. Rose's 2005 Cobalt did not deploy.  
13 Data retrieved from her vehicle's diagnostic system indicated that the ignition was in  
14 the "accessory" position. Old GM investigated and tracked similar incidents.

15 56. By the end of 2007, by GM's own admission, Old GM knew of 10  
16 frontal collisions in which the airbag did not deploy.<sup>12</sup> Plaintiff believes that Old GM  
17 actually knew of many other similar incidents involving the ignition switch defects.

18 57. For the next six years, GM continued to get complaints and continued to  
19 investigate frontal crashes in which the airbags did not deploy.

20 58. However, according to GM, it was not until 2011 and 2012 that GM's  
21 examinations of switches from vehicles that had experienced crashes revealed  
22 significant design differences in the torque performance of ignition switches from the  
23 2005 Cobalts and those from the 2010 model year, the last year of the Cobalt's  
24 production.

25 59. GM responded by blaming the supplier for the switch design.<sup>13</sup>

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26 <sup>10</sup> *Id.* at 3.

27 <sup>11</sup> *Id.* at 2.

28 <sup>12</sup> Feb. 24, 2014 Attachment B-573.6(c)(6) at 2.

1           60. In 2014, after numerous assessments and facing increasing scrutiny of  
2 its conduct and the defects in its vehicles, GM finally announced a recall for the  
3 Cobalt and G5 vehicles.<sup>14</sup>

4       **C. GM Waited until 2014 to Finally Order a Recall of the Defective Vehicles**

5           61. After analysis by GM's Field Performance Review Committee and the  
6 Executive Field Action Decision Committee ("EFADC"), the EFADC finally  
7 ordered a recall of *some* of the Defective Vehicles on January 31, 2014.

8           62. Initially, GM's EFADC ordered a recall of only the Chevrolet Cobalt  
9 and Pontiac G5 for model years 2005-2007.

10          63. After additional analysis, the EFADC expanded the recall on  
11 February 24, 2014, to include the Chevrolet HHR and Pontiac Solstice for model  
12 years 2006 and 2007, the Saturn Ion for model years 2003-2007, and the Saturn Sky  
13 for model year 2007.

14          64. GM provided dealers with notice of the recall on February 26, 2014, and  
15 March 4, 2014, and mailed letters to current owners on March 10 and March 11,  
16 2014.

17          65. According to GM, "the dealers are to replace the ignition switch,"<sup>15</sup>  
18 presumably with one with sufficient torque to prevent the inadvertent shut down of  
19 the ignition, power steering, power brakes, and airbags.

20          66. In a video message addressed to GM employees on March 17, 2014,  
21 C.E.O. Mary Barra admitted that the Company had made mistakes and needed to  
22 change its processes.

23          67. According to Ms. Barra, "Something went terribly wrong in our  
24 processes in this instance, and terrible things happened." Barra went on to promise,  
25 "[w]e will be better because of this tragic situation if we seize this opportunity."<sup>16</sup>

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26           <sup>13</sup> *Id.* at 3-4.

27           <sup>14</sup> *Id.* at 4-5.

28           <sup>15</sup> *Id.* at 6.

1 68. GM now faces an investigation by NHTSA, hearings in both the U.S.  
2 House and Senate, and a probe by the Department of Justice.

3 69. While GM has now appointed a new Vehicle Safety Chief, on  
4 information and belief at least 1.6 million Defective Vehicles remain on the road to  
5 this day; and, on information and belief, other vehicles not yet acknowledged by GM  
6 also have the deadly ignition switch defects.

7 **D. Old GM Promoted the Defective Vehicles as Safe and Reliable**

8 70. On information and belief, in marketing and advertising materials, Old  
9 GM consistently promoted the Defective Vehicles as safe and reliable.

10 71. For example, one Cobalt ad promised that “Side curtain airbags coupled  
11 with OnStar makes every journey the safest possible to assure that you and your  
12 occupants will stay safe at all times.”

13 72. An ad for the 2006 Solstice promises that the vehicle “[b]rings power  
14 and defines performance.”

15 73. A 2003 television spot for the Saturn vehicle closed with the tagline  
16 “Specifically engineered for whatever is next.” Another 2003 spot closed with the  
17 tagline “Saturn. People first.”

18 74. A 2001 print ad touting the launch of the Saturn focused on safety:

19 Need is where you begin. In cars, it’s about things like  
20 reliability, durability and, of course, safety. That’s where  
21 we started when developing our new line of cars. And it  
22 wasn’t until we were satisfied that we added things....

23 75. Old GM made these representations to boost vehicle sales and maximize  
24 profits while knowing that the ignition switches in the Defective Vehicles were  
25 defective.

26 76. Throughout the relevant period, Old GM possessed vastly superior  
27 knowledge and information to that of consumers – if not exclusive information –  
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<sup>16</sup> “*Something Went “Very Wrong” at G.M., Chief Says.*” N.Y. TIMES (Mar. 18, 2014).

1 about the design and function of the ignition switches in the Defective Vehicles and  
2 the existence of the defects in those vehicles.

3 77. Old GM never informed consumers about the ignition switch defects.

4 **E. The Ignition Switch Defects have Harmed Plaintiff and the Class**

5 78. The ignition switch defects have caused damage to Plaintiff and the  
6 Class.

7 79. A vehicle purchased, leased or retained with a serious safety defect is  
8 worth less than the equivalent vehicle leased, purchased or retained without the  
9 defect.

10 80. A vehicle purchased, leased or retained under the reasonable assumption  
11 that it is safe is worth more than a vehicle known to be subject to the unreasonable  
12 risk of catastrophic accident because of the ignition switch defects.

13 81. Purchasers and lessees paid more for the Defective Vehicles, through a  
14 higher purchase price or higher lease payments, than they would have had the  
15 ignition switch defects been disclosed. Plaintiff and the Class overpaid for their  
16 Defective Vehicles. Because of the concealed ignition switch defects. Plaintiff and  
17 the Class did not receive the benefit of the bargain.

18 82. Class members who purchased used Defective Vehicles after the date  
19 GM came into existence—July 10, 2009—overpaid for their Defective Vehicles as a  
20 direct result of GM's ongoing violations of the TREAD Act and state consumer  
21 protection laws by failing to disclose the existence of the ignition switch defects.

22 83. Plaintiff and the Class are stuck with unsafe vehicles that are now worth  
23 less than they would have been but for the Companies' failure to disclose the ignition  
24 switch defects.

25 84. GM admits to at least 12 deaths resulting from accidents linked to the  
26 ignition switch defects in the Defective Vehicles. However, Plaintiff believes that  
27  
28

1 the actual number is much higher, and that there may have been hundreds of deaths  
2 and injuries attributable to the ignitions switch defects.

3 85. If Old GM or GM had timely disclosed the ignition switch defects as  
4 required by the MCPA, the TREAD Act, and the State consumer protection laws set  
5 forth below, all Class members' vehicles would now be worth more.

## 6 **V. SUCCESSOR LIABILITY**

7 86. As discussed above, GM expressly assumed certain obligations under,  
8 *inter alia*, the TREAD Act, and is liable for its non-disclosure and concealment of  
9 the ignition switch defects from the date of its formation on July 10, 2009.

10 87. GM also expressly assumed liability for Lemon Law claims in the  
11 Master Sale and Purchase Agreement of June 26, 2009, and this assumption of  
12 liability includes the Class' claims under the Song-Beverly Act, which is California's  
13 Lemon Law statute.

14 88. GM has successor liability for Old GM's acts and omissions in the  
15 marketing and sale of the Defective Vehicles because it has continued the business  
16 enterprise of Old GM, for the following reasons:

- 17 • GM admits that it knew of the ignition system defects from the  
18 very date of its formation;
- 19 • GM has continued in the business of designing, manufacturing, and  
20 marketing vehicles, including at least some of the same vehicles as  
21 Old GM;
- 22 • GM retained the bulk of the employees of Old GM;
- 23 • GM acquired owned and leased real property of Old GM, including  
24 all machinery, equipment, tools, information technology, product  
25 inventory, and intellectual property;
- 26 • GM acquired the contracts, books, and records of Old GM; and
- 27 • GM acquired all goodwill and other intangible personal property of  
28 Old GM.

## 26 **VI. TOLLING OF THE STATUTES OF LIMITATION**

27 89. All applicable statutes of limitation have been tolled by GM's knowing  
28 and active fraudulent concealment and denial of the facts alleged herein. Plaintiff

1 and Class members did not discover, and did not know of facts that would have  
2 caused a reasonable person to suspect, that Old GM and GM did not report  
3 information within their knowledge to federal authorities (NHTSA) or consumers,  
4 nor would a reasonable and diligent investigation have disclosed that Old GM and  
5 GM had information in their possession about the existence and dangerousness of the  
6 defect and opted to conceal that information until shortly before this class action was  
7 filed.

8 90. Indeed, Old GM instructed its service shops to provide Defective  
9 Vehicle owners with a new key ring if they complained about unintended shut down,  
10 rather than admit what Old GM knew – that the ignition switches were dangerously  
11 defective and warranted replacement with a properly designed and built ignition  
12 system.

13 91. Old GM and GM were, and GM remains, under a continuing duty to  
14 disclose to NHTSA, Plaintiff, and the Class the true character, quality, and nature of  
15 the Defective Vehicles; that this defect is based on dangerous, inadequate, and  
16 defective design and/or substandard materials; and that it will require repair, poses a  
17 severe safety concern, and diminishes the value of the Defective Vehicles.

18 92. Because of the active concealment by Old GM and GM, any and all  
19 limitations periods otherwise applicable to Plaintiff's claims have been tolled.

## 20 VII. CLASS ALLEGATIONS

### 21 A. The Nationwide Class

22 93. Under Rules 23(a), (b)(2), and (b)(3) of the Federal Rules of Civil  
23 Procedure, Plaintiff brings this action on behalf of herself and a Class initially  
24 defined as follows:

25 During the fullest period allowed by law, all persons in the  
26 United States who currently own or lease one or more of  
27 the following GM vehicles: 2003-07 Saturn Ion; 2005-07  
28 Chevrolet Cobalt; 2007 Pontiac G5; 2006-07 Chevrolet  
HHR; 2006-07 Pontiac Solstice; and 2007 Saturn Sky (the  
"Defective Vehicles"). This list will be supplemented to  
include other GM vehicles that have the defective ignition

switches, which inadvertently turn off the engine and vehicle electrical systems during ordinary driving conditions.

**B. Statewide Consumer Classes**

94. In the alternative, in the event the Court declines to certify a nationwide Class, Plaintiff alleges a separate Class for the District of Columbia and each State that has its own consumer protection laws. These Classes are defined as follows for the claims asserted under a particular jurisdiction's law:

During the fullest period allowed by law, all persons or entities in the **State of Alabama** who currently own or lease one or more of the following GM vehicles: 2003-07 Saturn Ion; 2005-07 Chevrolet Cobalt; 2007 Pontiac G5; 2006-07 Chevrolet HHR; 2006-07 Pontiac Solstice; and 2007 Saturn Sky (the "Defective Vehicles"). This list will be supplemented to include other GM vehicles that have the defective ignition switches, which inadvertently turn off the engine and vehicle electrical systems during ordinary driving conditions.

During the fullest period allowed by law, all persons or entities in the **State of Alaska** who currently own or lease one or more of the following GM vehicles: 2003-07 Saturn Ion; 2005-07 Chevrolet Cobalt; 2007 Pontiac G5; 2006-07 Chevrolet HHR; 2006-07 Pontiac Solstice; and 2007 Saturn Sky (the "Defective Vehicles"). This list will be supplemented to include other GM vehicles that have the defective ignition switches, which inadvertently turn off the engine and vehicle electrical systems during ordinary driving conditions.

During the fullest period allowed by law, all persons or entities in the **State of California** who currently own or lease one or more of the following GM vehicles: 2003-07 Saturn Ion; 2005-07 Chevrolet Cobalt; 2007 Pontiac G5; 2006-07 Chevrolet HHR; 2006-07 Pontiac Solstice; and 2007 Saturn Sky (the "Defective Vehicles"). This list will be supplemented to include other GM vehicles that have the defective ignition switches, which inadvertently turn off the engine and vehicle electrical systems during ordinary driving conditions.

During the fullest period allowed by law, all persons or entities in the **State of Colorado** who currently own or lease one or more of the following GM vehicles: 2003-07 Saturn Ion; 2005-07 Chevrolet Cobalt; 2007 Pontiac G5; 2006-07 Chevrolet HHR; 2006-07 Pontiac Solstice; and 2007 Saturn Sky (the "Defective Vehicles"). This list will be supplemented to include other GM vehicles that have the defective ignition switches, which inadvertently turn



1 off the engine and vehicle electrical systems during  
2 ordinary driving conditions.

3 During the fullest period allowed by law, all persons or  
4 entities in the **State of Connecticut** who currently own or  
5 lease one or more of the following GM vehicles: 2003-07  
6 Saturn Ion; 2005-07 Chevrolet Cobalt; 2007 Pontiac G5;  
7 2006-07 Chevrolet HHR; 2006-07 Pontiac Solstice; and  
8 2007 Saturn Sky (the "Defective Vehicles"). This list will  
9 be supplemented to include other GM vehicles that have  
10 the defective ignition switches, which inadvertently turn  
11 off the engine and vehicle electrical systems during  
12 ordinary driving conditions.

13 During the fullest period allowed by law, all persons or  
14 entities in the **State of Delaware** who currently own or  
15 lease one or more of the following GM vehicles: 2003-07  
16 Saturn Ion; 2005-07 Chevrolet Cobalt; 2007 Pontiac G5;  
17 2006-07 Chevrolet HHR; 2006-07 Pontiac Solstice; and  
18 2007 Saturn Sky (the "Defective Vehicles"). This list will  
19 be supplemented to include other GM vehicles that have  
20 the defective ignition switches, which inadvertently turn  
21 off the engine and vehicle electrical systems during  
22 ordinary driving conditions.

23 During the fullest period allowed by law, all persons or  
24 entities in the **District of Columbia** who currently own or  
25 lease one or more of the following GM vehicles: 2003-07  
26 Saturn Ion; 2005-07 Chevrolet Cobalt; 2007 Pontiac G5;  
27 2006-07 Chevrolet HHR; 2006-07 Pontiac Solstice; and  
28 2007 Saturn Sky (the "Defective Vehicles"). This list will  
be supplemented to include other GM vehicles that have  
the defective ignition switches, which inadvertently turn  
off the engine and vehicle electrical systems during  
ordinary driving conditions.

During the fullest period allowed by law, all persons or  
entities in the **State of Florida** who currently own or lease  
one or more of the following GM vehicles: 2003-07 Saturn  
Ion; 2005-07 Chevrolet Cobalt; 2007 Pontiac G5; 2006-07  
Chevrolet HHR; 2006-07 Pontiac Solstice; and 2007 Saturn  
Sky (the "Defective Vehicles"). This list will be  
supplemented to include other GM vehicles that have the  
defective ignition switches, which inadvertently turn off  
the engine and vehicle electrical systems during ordinary  
driving conditions.

During the fullest period allowed by law, all persons or  
entities in the **State of Georgia** who currently own or lease  
one or more of the following GM vehicles: 2003-07 Saturn  
Ion; 2005-07 Chevrolet Cobalt; 2007 Pontiac G5; 2006-07  
Chevrolet HHR; 2006-07 Pontiac Solstice; and 2007 Saturn  
Sky (the "Defective Vehicles"). This list will be  
supplemented to include other GM vehicles that have the  
defective ignition switches, which inadvertently turn off

1 the engine and vehicle electrical systems during ordinary  
2 driving conditions.

3 During the fullest period allowed by law, all persons or  
4 entities in the **State of Hawaii** who currently own or lease  
5 one or more of the following GM vehicles: 2003-07 Saturn  
6 Ion; 2005-07 Chevrolet Cobalt; 2007 Pontiac G5; 2006-07  
7 Chevrolet HHR; 2006-07 Pontiac Solstice; and 2007 Saturn  
8 Sky (the "Defective Vehicles"). This list will be  
9 supplemented to include other GM vehicles that have the  
10 defective ignition switches, which inadvertently turn off  
11 the engine and vehicle electrical systems during ordinary  
12 driving conditions.

13 During the fullest period allowed by law, all persons or  
14 entities in the **State of Idaho** who currently own or lease  
15 one or more of the following GM vehicles: 2003-07 Saturn  
16 Ion; 2005-07 Chevrolet Cobalt; 2007 Pontiac G5; 2006-07  
17 Chevrolet HHR; 2006-07 Pontiac Solstice; and 2007 Saturn  
18 Sky (the "Defective Vehicles"). This list will be  
19 supplemented to include other GM vehicles that have the  
20 defective ignition switches, which inadvertently turn off  
21 the engine and vehicle electrical systems during ordinary  
22 driving conditions.

23 During the fullest period allowed by law, all persons or  
24 entities in the **State of Illinois** who currently own or lease  
25 one or more of the following GM vehicles: 2003-07 Saturn  
26 Ion; 2005-07 Chevrolet Cobalt; 2007 Pontiac G5; 2006-07  
27 Chevrolet HHR; 2006-07 Pontiac Solstice; and 2007 Saturn  
28 Sky (the "Defective Vehicles"). This list will be  
supplemented to include other GM vehicles that have the  
defective ignition switches, which inadvertently turn off  
the engine and vehicle electrical systems during ordinary  
driving conditions.

During the fullest period allowed by law, all persons or  
entities in the **State of Indiana** who currently own or lease  
one or more of the following GM vehicles: 2003-07 Saturn  
Ion; 2005-07 Chevrolet Cobalt; 2007 Pontiac G5; 2006-07  
Chevrolet HHR; 2006-07 Pontiac Solstice; and 2007 Saturn  
Sky (the "Defective Vehicles"). This list will be  
supplemented to include other GM vehicles that have the  
defective ignition switches, which inadvertently turn off  
the engine and vehicle electrical systems during ordinary  
driving conditions.

During the fullest period allowed by law, all persons or  
entities in the **State of Iowa** who currently own or lease  
one or more of the following GM vehicles: 2003-07 Saturn  
Ion; 2005-07 Chevrolet Cobalt; 2007 Pontiac G5; 2006-07  
Chevrolet HHR; 2006-07 Pontiac Solstice; and 2007 Saturn  
Sky (the "Defective Vehicles"). This list will be  
supplemented to include other GM vehicles that have the  
defective ignition switches, which inadvertently turn off

1 the engine and vehicle electrical systems during ordinary  
2 driving conditions.

3 During the fullest period allowed by law, all persons or  
4 entities in the **State of Kansas** who currently own or lease  
5 one or more of the following GM vehicles: 2003-07 Saturn  
6 Ion; 2005-07 Chevrolet Cobalt; 2007 Pontiac G5; 2006-07  
7 Chevrolet HHR; 2006-07 Pontiac Solstice; and 2007 Saturn  
8 Sky (the "Defective Vehicles"). This list will be  
9 supplemented to include other GM vehicles that have the  
10 defective ignition switches, which inadvertently turn off  
11 the engine and vehicle electrical systems during ordinary  
12 driving conditions.

13 During the fullest period allowed by law, all persons or  
14 entities in the **State of Kentucky** who currently own or  
15 lease one or more of the following GM vehicles: 2003-07  
16 Saturn Ion; 2005-07 Chevrolet Cobalt; 2007 Pontiac G5;  
17 2006-07 Chevrolet HHR; 2006-07 Pontiac Solstice; and  
18 2007 Saturn Sky (the "Defective Vehicles"). This list will  
19 be supplemented to include other GM vehicles that have  
20 the defective ignition switches, which inadvertently turn  
21 off the engine and vehicle electrical systems during  
22 ordinary driving conditions.

23 During the fullest period allowed by law, all persons or  
24 entities in the **State of Maine** who currently own or lease  
25 one or more of the following GM vehicles: 2003-07 Saturn  
26 Ion; 2005-07 Chevrolet Cobalt; 2007 Pontiac G5; 2006-07  
27 Chevrolet HHR; 2006-07 Pontiac Solstice; and 2007 Saturn  
28 Sky (the "Defective Vehicles"). This list will be  
supplemented to include other GM vehicles that have the  
defective ignition switches, which inadvertently turn off  
the engine and vehicle electrical systems during ordinary  
driving conditions.

During the fullest period allowed by law, all persons or  
entities in the **State of Maryland** who currently own or  
lease one or more of the following GM vehicles: 2003-07  
Saturn Ion; 2005-07 Chevrolet Cobalt; 2007 Pontiac G5;  
2006-07 Chevrolet HHR; 2006-07 Pontiac Solstice; and  
2007 Saturn Sky (the "Defective Vehicles"). This list will  
be supplemented to include other GM vehicles that have  
the defective ignition switches, which inadvertently turn  
off the engine and vehicle electrical systems during  
ordinary driving conditions.

During the fullest period allowed by law, all persons or  
entities in the **State of Massachusetts** who currently own  
or lease one or more of the following GM vehicles: 2003-  
07 Saturn Ion; 2005-07 Chevrolet Cobalt; 2007 Pontiac  
G5; 2006-07 Chevrolet HHR; 2006-07 Pontiac Solstice;  
and 2007 Saturn Sky (the "Defective Vehicles"). This list  
will be supplemented to include other GM vehicles that  
have the defective ignition switches, which inadvertently

1 turn off the engine and vehicle electrical systems during  
2 ordinary driving conditions.

3 During the fullest period allowed by law, all persons or  
4 entities in the **State of Michigan** who currently own or  
5 lease one or more of the following GM vehicles: 2003-07  
6 Saturn Ion; 2005-07 Chevrolet Cobalt; 2007 Pontiac G5;  
7 2006-07 Chevrolet HHR; 2006-07 Pontiac Solstice; and  
2007 Saturn Sky (the "Defective Vehicles"). This list will  
be supplemented to include other GM vehicles that have  
the defective ignition switches, which inadvertently turn  
off the engine and vehicle electrical systems during  
ordinary driving conditions.

8 During the fullest period allowed by law, all persons or  
9 entities in the **State of Minnesota** who currently own or  
10 lease one or more of the following GM vehicles: 2003-07  
11 Saturn Ion; 2005-07 Chevrolet Cobalt; 2007 Pontiac G5;  
12 2006-07 Chevrolet HHR; 2006-07 Pontiac Solstice; and  
2007 Saturn Sky (the "Defective Vehicles"). This list will  
be supplemented to include other GM vehicles that have  
the defective ignition switches, which inadvertently turn  
off the engine and vehicle electrical systems during  
ordinary driving conditions.

13 During the fullest period allowed by law, all persons or  
14 entities in the **State of Mississippi** who currently own or  
15 lease one or more of the following GM vehicles: 2003-07  
16 Saturn Ion; 2005-07 Chevrolet Cobalt; 2007 Pontiac G5;  
17 2006-07 Chevrolet HHR; 2006-07 Pontiac Solstice; and  
2007 Saturn Sky (the "Defective Vehicles"). This list will  
be supplemented to include other GM vehicles that have  
the defective ignition switches, which inadvertently turn  
off the engine and vehicle electrical systems during  
ordinary driving conditions.

19 During the fullest period allowed by law, all persons or  
20 entities in the **State of Missouri** who currently own or  
21 lease one or more of the following GM vehicles: 2003-07  
22 Saturn Ion; 2005-07 Chevrolet Cobalt; 2007 Pontiac G5;  
23 2006-07 Chevrolet HHR; 2006-07 Pontiac Solstice; and  
2007 Saturn Sky (the "Defective Vehicles"). This list will  
be supplemented to include other GM vehicles that have  
the defective ignition switches, which inadvertently turn  
off the engine and vehicle electrical systems during  
ordinary driving conditions.

24 During the fullest period allowed by law, all persons or  
25 entities in the **State of Montana** who currently own or  
26 lease one or more of the following GM vehicles: 2003-07  
27 Saturn Ion; 2005-07 Chevrolet Cobalt; 2007 Pontiac G5;  
28 2006-07 Chevrolet HHR; 2006-07 Pontiac Solstice; and  
2007 Saturn Sky (the "Defective Vehicles"). This list will  
be supplemented to include other GM vehicles that have  
the defective ignition switches, which inadvertently turn

1 off the engine and vehicle electrical systems during  
2 ordinary driving conditions.

3 During the fullest period allowed by law, all persons or  
4 entities in the **State of Nebraska** who currently own or  
5 lease one or more of the following GM vehicles: 2003-07  
6 Saturn Ion; 2005-07 Chevrolet Cobalt; 2007 Pontiac G5;  
7 2006-07 Chevrolet HHR; 2006-07 Pontiac Solstice; and  
8 2007 Saturn Sky (the "Defective Vehicles"). This list will  
9 be supplemented to include other GM vehicles that have  
10 the defective ignition switches, which inadvertently turn  
11 off the engine and vehicle electrical systems during  
12 ordinary driving conditions.

13 During the fullest period allowed by law, all persons or  
14 entities in the **State of Nevada** who currently own or lease  
15 one or more of the following GM vehicles: 2003-07 Saturn  
16 Ion; 2005-07 Chevrolet Cobalt; 2007 Pontiac G5; 2006-07  
17 Chevrolet HHR; 2006-07 Pontiac Solstice; and 2007 Saturn  
18 Sky (the "Defective Vehicles"). This list will be  
19 supplemented to include other GM vehicles that have the  
20 defective ignition switches, which inadvertently turn off  
21 the engine and vehicle electrical systems during ordinary  
22 driving conditions.

23 During the fullest period allowed by law, all persons or  
24 entities in the **State of New Hampshire** who currently own  
25 or lease one or more of the following GM vehicles: 2003-  
26 07 Saturn Ion; 2005-07 Chevrolet Cobalt; 2007 Pontiac  
27 G5; 2006-07 Chevrolet HHR; 2006-07 Pontiac Solstice;  
28 and 2007 Saturn Sky (the "Defective Vehicles"). This list  
will be supplemented to include other GM vehicles that  
have the defective ignition switches, which inadvertently  
turn off the engine and vehicle electrical systems during  
ordinary driving conditions.

During the fullest period allowed by law, all persons or  
entities in the **State of New Jersey** who currently own or  
lease one or more of the following GM vehicles: 2003-07  
Saturn Ion; 2005-07 Chevrolet Cobalt; 2007 Pontiac G5;  
2006-07 Chevrolet HHR; 2006-07 Pontiac Solstice; and  
2007 Saturn Sky (the "Defective Vehicles"). This list will  
be supplemented to include other GM vehicles that have  
the defective ignition switches, which inadvertently turn  
off the engine and vehicle electrical systems during  
ordinary driving conditions.

During the fullest period allowed by law, all persons or  
entities in the **State of New Mexico** who currently own or  
lease one or more of the following GM vehicles: 2003-07  
Saturn Ion; 2005-07 Chevrolet Cobalt; 2007 Pontiac G5;  
2006-07 Chevrolet HHR; 2006-07 Pontiac Solstice; and  
2007 Saturn Sky (the "Defective Vehicles"). This list will  
be supplemented to include other GM vehicles that have  
the defective ignition switches, which inadvertently turn

1 off the engine and vehicle electrical systems during  
2 ordinary driving conditions.

3 During the fullest period allowed by law, all persons or  
4 entities in the **State of New York** who currently own or  
5 lease one or more of the following GM vehicles: 2003-07  
6 Saturn Ion; 2005-07 Chevrolet Cobalt; 2007 Pontiac G5;  
7 2006-07 Chevrolet HHR; 2006-07 Pontiac Solstice; and  
8 2007 Saturn Sky (the "Defective Vehicles"). This list will  
9 be supplemented to include other GM vehicles that have  
10 the defective ignition switches, which inadvertently turn  
11 off the engine and vehicle electrical systems during  
12 ordinary driving conditions.

13 During the fullest period allowed by law, all persons or  
14 entities in the **State of North Carolina** who currently own  
15 or lease one or more of the following GM vehicles: 2003-  
16 07 Saturn Ion; 2005-07 Chevrolet Cobalt; 2007 Pontiac  
17 G5; 2006-07 Chevrolet HHR; 2006-07 Pontiac Solstice;  
18 and 2007 Saturn Sky (the "Defective Vehicles"). This list  
19 will be supplemented to include other GM vehicles that  
20 have the defective ignition switches, which inadvertently  
21 turn off the engine and vehicle electrical systems during  
22 ordinary driving conditions.

23 During the fullest period allowed by law, all persons or  
24 entities in the **State of North Dakota** who currently own  
25 or lease one or more of the following GM vehicles: 2003-  
26 07 Saturn Ion; 2005-07 Chevrolet Cobalt; 2007 Pontiac  
27 G5; 2006-07 Chevrolet HHR; 2006-07 Pontiac Solstice;  
28 and 2007 Saturn Sky (the "Defective Vehicles"). This list  
will be supplemented to include other GM vehicles that  
have the defective ignition switches, which inadvertently  
turn off the engine and vehicle electrical systems during  
ordinary driving conditions.

During the fullest period allowed by law, all persons or  
entities in the **State of Ohio** who currently own or lease  
one or more of the following GM vehicles: 2003-07 Saturn  
Ion; 2005-07 Chevrolet Cobalt; 2007 Pontiac G5; 2006-07  
Chevrolet HHR; 2006-07 Pontiac Solstice; and 2007 Saturn  
Sky (the "Defective Vehicles"). This list will be  
supplemented to include other GM vehicles that have the  
defective ignition switches, which inadvertently turn off  
the engine and vehicle electrical systems during ordinary  
driving conditions.

During the fullest period allowed by law, all persons or  
entities in the **State of Oklahoma** who currently own or  
lease one or more of the following GM vehicles: 2003-07  
Saturn Ion; 2005-07 Chevrolet Cobalt; 2007 Pontiac G5;  
2006-07 Chevrolet HHR; 2006-07 Pontiac Solstice; and  
2007 Saturn Sky (the "Defective Vehicles"). This list will  
be supplemented to include other GM vehicles that have  
the defective ignition switches, which inadvertently turn

1 off the engine and vehicle electrical systems during  
2 ordinary driving conditions.

3 During the fullest period allowed by law, all persons or  
4 entities in the **State of Oregon** who currently own or lease  
5 one or more of the following GM vehicles: 2003-07 Saturn  
6 Ion; 2005-07 Chevrolet Cobalt; 2007 Pontiac G5; 2006-07  
7 Chevrolet HHR; 2006-07 Pontiac Solstice; and 2007 Saturn  
8 Sky (the "Defective Vehicles"). This list will be  
9 supplemented to include other GM vehicles that have the  
10 defective ignition switches, which inadvertently turn off  
11 the engine and vehicle electrical systems during ordinary  
12 driving conditions.

13 During the fullest period allowed by law, all persons or  
14 entities in the **State of Pennsylvania** who currently own or  
15 lease one or more of the following GM vehicles: 2003-07  
16 Saturn Ion; 2005-07 Chevrolet Cobalt; 2007 Pontiac G5;  
17 2006-07 Chevrolet HHR; 2006-07 Pontiac Solstice; and  
18 2007 Saturn Sky (the "Defective Vehicles"). This list will  
19 be supplemented to include other GM vehicles that have  
20 the defective ignition switches, which inadvertently turn  
21 off the engine and vehicle electrical systems during  
22 ordinary driving conditions.

23 During the fullest period allowed by law, all persons or  
24 entities in the **State of Rhode Island** who currently own or  
25 lease one or more of the following GM vehicles: 2003-07  
26 Saturn Ion; 2005-07 Chevrolet Cobalt; 2007 Pontiac G5;  
27 2006-07 Chevrolet HHR; 2006-07 Pontiac Solstice; and  
28 2007 Saturn Sky (the "Defective Vehicles"). This list will  
be supplemented to include other GM vehicles that have  
the defective ignition switches, which inadvertently turn  
off the engine and vehicle electrical systems during  
ordinary driving conditions.

During the fullest period allowed by law, all persons or  
entities in the **State of South Carolina** who currently own  
or lease one or more of the following GM vehicles: 2003-  
07 Saturn Ion; 2005-07 Chevrolet Cobalt; 2007 Pontiac  
G5; 2006-07 Chevrolet HHR; 2006-07 Pontiac Solstice;  
and 2007 Saturn Sky (the "Defective Vehicles"). This list  
will be supplemented to include other GM vehicles that  
have the defective ignition switches, which inadvertently  
turn off the engine and vehicle electrical systems during  
ordinary driving conditions.

During the fullest period allowed by law, all persons or  
entities in the **State of South Dakota** who currently own or  
lease one or more of the following GM vehicles: 2003-07  
Saturn Ion; 2005-07 Chevrolet Cobalt; 2007 Pontiac G5;  
2006-07 Chevrolet HHR; 2006-07 Pontiac Solstice; and  
2007 Saturn Sky (the "Defective Vehicles"). This list will  
be supplemented to include other GM vehicles that have  
the defective ignition switches, which inadvertently turn

1 off the engine and vehicle electrical systems during  
2 ordinary driving conditions.

3 During the fullest period allowed by law, all persons or  
4 entities in the **State of Tennessee** who currently own or  
5 lease one or more of the following GM vehicles: 2003-07  
6 Saturn Ion; 2005-07 Chevrolet Cobalt; 2007 Pontiac G5;  
7 2006-07 Chevrolet HHR; 2006-07 Pontiac Solstice; and  
8 2007 Saturn Sky (the "Defective Vehicles"). This list will  
9 be supplemented to include other GM vehicles that have  
10 the defective ignition switches, which inadvertently turn  
11 off the engine and vehicle electrical systems during  
12 ordinary driving conditions.

13 During the fullest period allowed by law, all persons or  
14 entities in the **State of Texas** who currently own or lease  
15 one or more of the following GM vehicles: 2003-07 Saturn  
16 Ion; 2005-07 Chevrolet Cobalt; 2007 Pontiac G5; 2006-07  
17 Chevrolet HHR; 2006-07 Pontiac Solstice; and 2007 Saturn  
18 Sky (the "Defective Vehicles"). This list will be  
19 supplemented to include other GM vehicles that have the  
20 defective ignition switches, which inadvertently turn off  
21 the engine and vehicle electrical systems during ordinary  
22 driving conditions.

23 During the fullest period allowed by law, all persons or  
24 entities in the **State of Utah** who currently own or lease  
25 one or more of the following GM vehicles: 2003-07 Saturn  
26 Ion; 2005-07 Chevrolet Cobalt; 2007 Pontiac G5; 2006-07  
27 Chevrolet HHR; 2006-07 Pontiac Solstice; and 2007 Saturn  
28 Sky (the "Defective Vehicles"). This list will be  
supplemented to include other GM vehicles that have the  
defective ignition switches, which inadvertently turn off  
the engine and vehicle electrical systems during ordinary  
driving conditions.

During the fullest period allowed by law, all persons or  
entities in the **State of Vermont** who currently own or  
lease one or more of the following GM vehicles: 2003-07  
Saturn Ion; 2005-07 Chevrolet Cobalt; 2007 Pontiac G5;  
2006-07 Chevrolet HHR; 2006-07 Pontiac Solstice; and  
2007 Saturn Sky (the "Defective Vehicles"). This list will  
be supplemented to include other GM vehicles that have  
the defective ignition switches, which inadvertently turn  
off the engine and vehicle electrical systems during  
ordinary driving conditions.

During the fullest period allowed by law, all persons or  
entities in the **State of Virginia** who currently own or lease  
one or more of the following GM vehicles: 2003-07 Saturn  
Ion; 2005-07 Chevrolet Cobalt; 2007 Pontiac G5; 2006-07  
Chevrolet HHR; 2006-07 Pontiac Solstice; and 2007 Saturn  
Sky (the "Defective Vehicles"). This list will be  
supplemented to include other GM vehicles that have the  
defective ignition switches, which inadvertently turn off



1 the engine and vehicle electrical systems during ordinary  
2 driving conditions.

3 During the fullest period allowed by law, all persons or  
4 entities in the **State of Washington** who currently own or  
5 lease one or more of the following GM vehicles: 2003-07  
6 Saturn Ion; 2005-07 Chevrolet Cobalt; 2007 Pontiac G5;  
7 2006-07 Chevrolet HHR; 2006-07 Pontiac Solstice; and  
8 2007 Saturn Sky (the "Defective Vehicles"). This list will  
9 be supplemented to include other GM vehicles that have  
10 the defective ignition switches, which inadvertently turn  
11 off the engine and vehicle electrical systems during  
12 ordinary driving conditions.

13 During the fullest period allowed by law, all persons or  
14 entities in the **State of Virginia** who currently own or lease  
15 one or more of the following GM vehicles: 2003-07 Saturn  
16 Ion; 2005-07 Chevrolet Cobalt; 2007 Pontiac G5; 2006-07  
17 Chevrolet HHR; 2006-07 Pontiac Solstice; and 2007 Saturn  
18 Sky (the "Defective Vehicles"). This list will be  
19 supplemented to include other GM vehicles that have the  
20 defective ignition switches, which inadvertently turn off  
21 the engine and vehicle electrical systems during ordinary  
22 driving conditions.

23 During the fullest period allowed by law, all persons or  
24 entities in the **State of West Virginia** who currently own  
25 or lease one or more of the following GM vehicles: 2003-  
26 07 Saturn Ion; 2005-07 Chevrolet Cobalt; 2007 Pontiac  
27 G5; 2006-07 Chevrolet HHR; 2006-07 Pontiac Solstice;  
28 and 2007 Saturn Sky (the "Defective Vehicles"). This list  
will be supplemented to include other GM vehicles that  
have the defective ignition switches, which inadvertently  
turn off the engine and vehicle electrical systems during  
ordinary driving conditions.

During the fullest period allowed by law, all persons or  
entities in the **State of Wisconsin** who currently own or  
lease one or more of the following GM vehicles: 2003-07  
Saturn Ion; 2005-07 Chevrolet Cobalt; 2007 Pontiac G5;  
2006-07 Chevrolet HHR; 2006-07 Pontiac Solstice; and  
2007 Saturn Sky (the "Defective Vehicles"). This list will  
be supplemented to include other GM vehicles that have  
the defective ignition switches, which inadvertently turn  
off the engine and vehicle electrical systems during  
ordinary driving conditions.

During the fullest period allowed by law, all persons or  
entities in the **State of Wyoming** who currently own or  
lease one or more of the following GM vehicles: 2003-07  
Saturn Ion; 2005-07 Chevrolet Cobalt; 2007 Pontiac G5;  
2006-07 Chevrolet HHR; 2006-07 Pontiac Solstice; and  
2007 Saturn Sky (the "Defective Vehicles"). This list will  
be supplemented to include other GM vehicles that have  
the defective ignition switches, which inadvertently turn

1 off the engine and vehicle electrical systems during  
2 ordinary driving conditions.

3 95. Excluded from each Class are Old GM and GM, their employees, co-  
4 conspirators, officers, directors, legal representatives, heirs, successors and wholly or  
5 partly owned subsidiaries or affiliated companies; class counsel and their employees;  
6 and the judicial officers and their immediate family members and associated court  
7 staff assigned to this case, and all persons within the third degree of relationship to  
8 any such persons. Also excluded are any individuals claiming damages from  
9 personal injuries arising from an incident involving a Defective Vehicle.

10 96. The Defective Vehicles include at least the following models:  
11 Chevrolet Cobalts (2005-07 model years); Pontiac G5 (2006-07 model years); Saturn  
12 Ions (2003-07 model years); Chevrolet Hurst (2006-07 model years); Pontiac  
13 Solstice (2006-07 model years); and Saturn Sky (2007 model year).

14 97. Plaintiff is informed and believes that Old GM manufactured and sold  
15 to consumers at least 1.6 million of the Defective Vehicles nationwide and at least -  
16 thousands of Defective Vehicles in each State where an alternative statewide  
17 consumer Class claim is pleaded. Individual joinder of all Class or members is  
18 impracticable.

19 98. The Class expressly disclaims any recovery for physical injury resulting  
20 from the ignition switch defects. But the increased risk of injury from the ignition  
21 switch defects serves as an independent justification for the relief sought by Plaintiff  
22 and the Class.

23 99. The Class can be readily identified using registration records, sales  
24 records, production records, and other information kept by GM or third parties in the  
25 usual course of business and within their control.

26 100. Questions of law and fact are common to the Class and predominate  
27 over questions affecting only individual members, including the following:  
28

- a. Whether the Defective Vehicles suffer from ignition switch defects;
- b. Whether Old GM and GM concealed the defects;
- c. Whether Old GM and GM misrepresented that the Defective Vehicles were safe;
- d. Whether Old GM and GM engaged in fraudulent concealment;
- e. Whether Old GM and GM engaged in unfair, deceptive, unlawful and/or fraudulent acts or practices in trade or commerce by failing to disclose that the Defective Vehicles were designed, manufactured, and sold with defective ignition switches;
- f. Whether the alleged conduct by GM violated laws as Plaintiff alleges;
- g. Whether Old GM's and GM's unlawful, unfair and/or deceptive practices harmed Plaintiff and the members of the Class;
- h. Whether Plaintiff and the members of the Class are entitled to equitable and/or injunctive relief;
- i. Whether, and to what extent, GM has successor liability for the acts and omissions of Old GM; and
- j. Whether any or all applicable limitations periods are tolled by acts of fraudulent concealment.

101. Plaintiff's claims are typical of the claims of the Class members, and arise from the same course of conduct by GM and Old GM. The relief Plaintiff seeks is typical of the relief sought for the absent Class members.

102. Plaintiff will fairly and adequately represent and protect the interests of all absent Class members. Plaintiff is represented by counsel competent and experienced in product liability, consumer protection, and class action litigation.

103. A class action is superior to other available methods for the fair and efficient adjudication of this controversy, since joinder of all the individual Class

1 members is impracticable. Because the damages suffered by each individual Class  
2 member may be relatively small, the expense and burden of individual litigation  
3 would make it very difficult or impossible for individual Class members to redress  
4 the wrongs done to each of them individually, and the burden imposed on the judicial  
5 system would be enormous.

6 104. The prosecution of separate actions by the individual Class members  
7 would create a risk of inconsistent or varying adjudications for individual Class  
8 members, which would establish incompatible standards of conduct for GM. The  
9 conduct of this action as a class action presents far fewer management difficulties,  
10 conserves judicial resources and the parties' resources, and protects the rights of each  
11 Class member.

12 105. Plaintiff is not aware of any obstacles likely to be encountered in the  
13 management of this action that would preclude its maintenance as a class action.  
14 Plaintiff anticipates providing appropriate notice to be approved by the Court after  
15 discovery into the size and nature of the Class.

## 16 **VIII. CAUSES OF ACTION**

### 17 **A. Nationwide Class Claims**

#### 18 **COUNT I**

#### 19 **VIOLATIONS OF THE MICHIGAN CONSUMER PROTECTION ACT**

20 **(MICH. COMP. L. ANN. § 445.901, *et seq.*)**

21 106. Plaintiff and the Class reallege and incorporate by reference each  
22 paragraph as though fully set forth at length herein.

23 107. This claim is brought on behalf of the nationwide Class, or, alternatively  
24 in the event the Court declines to certify a nationwide Class, on behalf of a Class of  
25 Michigan residents who own one or more of the Defective Vehicles.

26 108. Old GM, GM, and Plaintiff are each "persons" under MICH. COMP. L.  
27 ANN. § 445.902(d).

1           109. The sale of the Defective Vehicles to Plaintiff and the Class occurred  
2 within “trade and commerce” within the meaning of MICH. COMP. L. ANN.  
3 § 445.902(d), and both GM and Old GM committed deceptive and unfair acts in the  
4 conduct of “trade and commerce” as defined in that statutory section.

5           110. The MCPA makes unlawful any “unfair, unconscionable, or deceptive  
6 methods, acts or practices in the conduct of trade or commerce,” as more specifically  
7 defined in the MCPA. MICH. COMP. L. ANN. § 445.903(1). GM has engaged in  
8 unfair, unconscionable, and deceptive methods, acts and practices in violation of the  
9 MCPA, and also has successor liability for the unfair, unconscionable, and deceptive  
10 methods, acts and practices of Old GM as set forth above.

11           111. Both Old GM and GM violated the MCPA by “[f]ailing to reveal a  
12 material fact, the omission of which tends to mislead or deceive the consumer, and  
13 which fact could not reasonably be known by the consumer.” MICH. COMP. L. ANN.  
14 § 445.903(s).

15           112. As alleged above, both Companies knew of the ignition switch defect,  
16 while Plaintiff and the Class were deceived by the Companies’ omission into  
17 believing the Defective Vehicles were safe, and the information could not have  
18 reasonably been known by the consumer until the February and March 2014 recalls.

19           113. Old GM also violated the MCPA by “[m]aking a representation of fact  
20 or statement of fact material to the transaction such that a person reasonably believes  
21 the represented or suggested state of affairs to be other than it actually is.” MICH.  
22 COMP. L. ANN. § 405.903(bb). For example, Old GM represented that the Defective  
23 Vehicles were safe such that reasonable people believed the represented or suggested  
24 state of affairs to be true; namely, that the Defective Vehicles were safe.  
25  
26  
27  
28

1           114. Old GM also violated the MCPA by “[f]ailing to reveal facts that are  
2 material to the transaction in light of representations of fact made in a positive  
3 manner.” MICH. COMP. L. ANN. § 405.903(cc). Old GM represented that the  
4 Defective Vehicles were safe, which made it even more incumbent on Old GM to  
5 reveal the material fact of the ignition switch defects.  
6

7           115. Old GM’s and GM’s acts and practices were unfair and unconscionable,  
8 because their acts and practices, including the manufacture and sale of vehicles with  
9 an ignition switch defect, and the Companies’ failure to adequately disclose the  
10 defect to NHTSA and the Class and timely implement a remedy, offend established  
11 public policy, and because the harm the Companies caused consumers greatly  
12 outweighs any benefits associated with those practices. The Companies’ conduct has  
13 also impaired competition within the automotive vehicles market and has prevented  
14 Plaintiff and the Class from making fully informed decisions about whether to lease,  
15 purchase, and/or retain the Defective Vehicles.  
16

17           116. While Old GM knew of the ignition switch defects by 2001, it  
18 continued to design, manufacture, and market the Defective Vehicles until 2007.

19           117. All the while, Old GM knew that the vehicles had an unreasonable  
20 propensity to shut down during ordinary driving conditions, leading to an  
21 unreasonable risk of serious bodily injury or death.  
22

23           118. Plaintiff and the Class have suffered an injury, including the loss of  
24 money or property, as a result of GM’s unfair, unlawful, and/or deceptive practices.  
25 Old GM and GM failed to inform NHTSA, and therefore failed to inform consumers,  
26 that the Defective Vehicles had a defective ignition switch that could lead to injury  
27 and death. Had Plaintiff and the Class known this, they would either not have  
28 purchased their vehicles at all or would have paid less for them, and would not have

1 retained their Defective Vehicles. Plaintiff and the Class have therefore suffered a  
2 “loss” because of the violations of the MCPA complained of herein.

3 119. All of the wrongful conduct alleged herein occurred, and continues to  
4 occur, in the conduct of the Companies’ business.

5 120. Plaintiff requests that this Court: enjoin GM from continuing its unfair,  
6 unlawful, and/or deceptive practices; provide to Plaintiff and each Class member  
7 either their actual damages as the result of GM’s unfair, unlawful, and deceptive  
8 trade practices, or \$250 per Class member, whichever is higher; award reasonable  
9 attorneys’ fees; and provide other appropriate relief under MICH. COMP. L. ANN.  
10 § 445.911.  
11

12 121. Plaintiff acknowledges that, on its face, the MCPA purports to  
13 (i) deprive non-residents of bringing class (but not individual) actions under the  
14 MCPA; and (ii) allows individuals (but not class members) the ability to recover a  
15 penalty of \$250 per person if that amount is greater than their actual damages. After  
16 the United States Supreme Court’s decision in *Shady Grove Orthopedic Ass., P.A. v.*  
17 *Allstate Ins. Co.*, 589 U.S. 393 (2010), however, any such prohibitions imposed in  
18 class actions (but not in individual actions) are trumped and superseded by Fed. R.  
19 Civ. P. 23, which imposes no such restrictions.  
20  
21

## 22 **COUNT II**

### 23 **FRAUDULENT CONCEALMENT**

24 122. Plaintiff and the Class incorporate by reference each preceding and  
25 following paragraph as though fully set forth at length herein.

26 123. This claim is brought on behalf of the nationwide Class.  
27  
28

1           124. GM concealed and suppressed material facts concerning the ignition  
2 switch defects, and GM also has successor liability for the acts of concealment and  
3 oppression of Old GM as set forth above.

4           125. The Companies had a duty to disclose the ignition switch defects  
5 because they were known and/or accessible only to the Companies who had superior  
6 knowledge and access to the facts, and the Companies knew they were not known to  
7 or reasonably discoverable by Plaintiff and the Class. These omitted and concealed  
8 facts were material because they directly impact the safety of the Defective Vehicles.  
9 Whether an ignition switch was designed and manufactured with appropriate  
10 safeguards is a material safety concern.

11           126. The Companies actively concealed and/or suppressed these material  
12 facts, in whole or in part, to protect their profits and avoid a costly recall, and they  
13 did so at the expense of Plaintiff and the Class.

14           127. On information and belief, GM has still not made full and adequate  
15 disclosure and continues to defraud Plaintiff and the Class and conceal material  
16 information regarding the defects that exist in the Defective Vehicles and other GM  
17 vehicles.

18           128. Plaintiff and the Class were unaware of these omitted material facts and  
19 would not have acted as they did if they had known of the concealed and/or  
20 suppressed facts. Plaintiff's and the Class's actions were justified. The Companies  
21 were in exclusive control of the material facts and such facts were not known to the  
22 public, Plaintiff, or the Class.

23           129. Because of the concealment and/or suppression of the facts, Plaintiff  
24 and the Class sustained damage because they purchased and retained vehicles that  
25 are now diminished in value from what they would have been had the Companies  
26 timely disclosed the ignition switch defects.

27           130. The Companies' acts were done maliciously, oppressively, deliberately,  
28 with intent to defraud, and in reckless disregard of Plaintiff's and the Class's rights



1 and well-being to enrich the Companies. The Companies' conduct warrants an  
2 assessment of punitive damages in an amount sufficient to deter such conduct in the  
3 future, which amount is to be determined according to proof.

4 **B. Statewide Consumer Class Claims**

5 **ALABAMA**

6 **VIOLATION OF ALABAMA DECEPTIVE TRADE PRACTICES ACT**

7 **(ALA. CODE § 8-19-1, *et seq.*)**

8 131. In the event the Court declines to certify a nationwide Class, this claim  
9 is brought only on behalf of Class members residing in Alabama.

10 132. Plaintiff realleges and incorporates by reference all paragraphs as  
11 though fully set forth herein.

12 133. The conduct of Old GM and GM, as set forth herein, constitutes unfair  
13 or deceptive acts or practices, including, but not limited to, Old GM's manufacture  
14 and sale of vehicles with ignition switch defects which Old GM and GM failed to  
15 adequately investigate, disclose and remedy, and the Companies' misrepresentations  
16 and omissions regarding the safety and reliability of their vehicles.

17 134. The Companies' actions, as set forth above, occurred in the conduct of  
18 trade or commerce.

19 135. The Companies' actions impact the public interest because Plaintiff was  
20 injured in exactly the same way as millions of others purchasing, leasing and/or  
21 retaining Defective Vehicles as a result of the Companies' generalized course of  
22 deception. All of the wrongful conduct alleged herein occurred, and continues to  
23 occur, in the conduct of the Companies' business.

24 136. Plaintiff and the Class were injured as a result of the Companies'  
25 conduct. Plaintiff and the Class overpaid for their Defective Vehicles and did not  
26 receive the benefit of their bargain, and their vehicles have suffered a diminution in  
27 value.  
28

1 137. GM's conduct, and the conduct of Old GM for which GM has successor  
2 liability, proximately caused the injuries to Plaintiff and the Class.

3 138. GM is liable to Plaintiff and the Class for damages in amounts to be  
4 proven at trial, including attorneys' fees, costs, and treble damages.

5 139. Pursuant to ALA. CODE § 8-19-8, Plaintiff will serve the Alabama  
6 Attorney General with a copy of this complaint as Plaintiff seeks injunctive relief.

7 **ALASKA**

8 **VIOLATION OF THE ALASKA UNFAIR TRADE  
9 PRACTICES AND CONSUMER PROTECTION ACT**

10 **(AUTPCPA, ALASKA STAT. ANN. § 45.50.471, *et seq.*)**

11 140. In the event the Court declines to certify a nationwide Class, this claim  
12 is brought only on behalf of Class members residing in Alaska.

13 141. Plaintiff reallege and incorporates by reference all paragraphs as though  
14 fully set forth herein.

15 142. The Alaska Unfair Trade Practices And Consumer Protection Act  
16 ("AUTPCPA") declares unfair methods of competition and unfair or deceptive acts  
17 or practices in the conduct of trade or commerce unlawful, including: "(4)  
18 representing that goods or services have sponsorship, approval, characteristics,  
19 ingredients, uses, benefits, or quantities that they do not have or that a person has a  
20 sponsorship, approval, status, affiliation, or connection that the person does not  
21 have;" "(6) representing that goods or services are of a particular standard, quality, or  
22 grade, or that goods are of a particular style or model, if they are of another;"  
23 "(8) advertising goods or services with intent not to sell them as advertised;" or  
24 "(12) using or employing deception, fraud, false pretense, false promise,  
25 misrepresentation, or knowingly concealing, suppressing, or omitting a material fact  
26 with intent that others rely upon the concealment, suppression or omission in  
27  
28

1 connection with the sale or advertisement of goods or services whether or not a  
2 person has in fact been misled, deceived or damaged.” ALASKA STAT. ANN.  
3 § 45.50.471. GM is directly liable for engaging in unfair and deceptive acts or  
4 practices in the conduct of trade or commerce in violation of the AUTPCPA, and  
5 also has successor liability for the violations of Old GM.  
6

7 143. In the course of their business, both Old GM and GM willfully failed to  
8 disclose and actively concealed the dangerous ignition switch defect in the Defective  
9 Vehicles as described herein. Old GM also engaged in unlawful trade practices by  
10 representing that the Defective Vehicles have characteristics, uses, benefits, and  
11 qualities which they do not have; representing that the Defective Vehicles are of a  
12 particular standard and quality when they are not; advertising the Defective Vehicles  
13 with the intent not to sell them as advertised; and omitting material facts in  
14 describing the Defective Vehicles.

15 144. As alleged above, both Companies knew of the ignition switch defects,  
16 while the Class was deceived by the Companies’ omission into believing the  
17 Defective Vehicles were safe, and the information could not have reasonably been  
18 known by the consumer until the February and March 2014 recalls.

19 145. While Old GM knew of the ignition switch defects by 2001, it  
20 continued to design, manufacture, and market the Defective Vehicles until 2007.

21 146. All the while, Old GM knew that the vehicles had an unreasonable  
22 propensity to shut down during ordinary driving conditions, leading to an  
23 unreasonable risk of serious bodily injury or death.

24 147. Old GM’s and GM’s misrepresentations and omissions described herein  
25 have the capacity or tendency to deceive. Because of these unlawful trade practices,  
26 including failure to disclose material information, Class members suffered  
27 ascertainable loss. Class members overpaid for their vehicles and did not receive the  
28

1 benefit of their bargain. The value of their vehicles has diminished now that the  
2 safety issues have come to light, and Class members own vehicles that are not safe.

3 148. Old GM's and GM's acts and practices, including the manufacture and  
4 sale of vehicles with an ignition switch defect, and the Companies' failure to  
5 adequately disclose the defect to NHTSA and the Class and timely implement a  
6 remedy, were unconscionable because they offend established public policy, and  
7 because the harm the Companies caused consumers greatly outweighs any benefits  
8 associated with those practices. The Companies' conduct has also impaired  
9 competition within the automotive vehicles market and has prevented Plaintiff and  
10 the Class from making fully informed decisions about whether to lease, purchase  
11 and/or retain the Defective Vehicles.

12 149. Class members also seek punitive damages against GM because both  
13 Old GM's and GM's conduct was outrageous, malicious, with bad motive, or  
14 evidenced reckless indifference to the interest of the Class members. Old GM and  
15 GM misrepresented the safety and reliability of the Defective Vehicles, deceived  
16 Class members on life-or-death matters, and concealed material facts that only it  
17 knew, all to avoid the expense and public relations nightmare of correcting a deadly  
18 flaw in the Defective Vehicles it repeatedly promised Class members were safe. Old  
19 GM's and GM's outrageous, malicious, reckless, and bad-intentioned conduct  
20 warrants punitive damages.

21 150. Because they have suffered ascertainable loss, Class members are  
22 entitled to recover three times their actual damages or \$500, whichever is greater,  
23 punitive damages, and reasonable attorneys' fees. ALASKA STAT. ANN. §§ 45.50.531  
24 and 45.50.537.  
25  
26  
27  
28

**CALIFORNIA**

**COUNT I**

**VIOLATIONS OF THE CONSUMER LEGAL REMEDIES ACT**

**(CAL. CIV. CODE § 1750, *et seq.*)**

151. In the event the Court declines to certify a nationwide Class, this claim is brought only on behalf of Class members residing in California.

152. Plaintiff realleges and incorporates by reference all paragraphs as though fully set forth herein.

153. GM is a “person” under CAL. CIV. CODE § 1761(c).

154. Plaintiff and the Class are “consumers,” as defined by CAL. CIVIL CODE § 1761(d), who purchased or leased one or more Defective Vehicles.

155. GM engaged in unfair or deceptive acts or practices that violated CAL. CIV. CODE § 1750, *et seq.*, as described above and below.

156. Under the TREAD Act, 49 U.S.C. §§ 30101, *et seq.*, and its accompanying regulations, if a manufacturer learns that a vehicle contains a defect and that defect is related to motor vehicle safety, the manufacturer must disclose the defect. 49 U.S.C. § 30118(c)(1) & (2).

157. In acquiring Old GM, GM expressly assumed the obligations to make all required disclosures under the TREAD Act.

158. GM also has successor liability for the deceptive and unfair acts and omissions of Old GM.

159. Under the TREAD Act, if it is determined that the vehicle is defective, the manufacturer must promptly notify vehicle owners, purchasers and dealers of the defect and remedy the defect. 49 U.S.C. § 30118(b)(2)(A) & (B).

160. Under the TREAD Act, manufacturers must also file a report with NHTSA within five working days of discovering “a defect in a vehicle or item of equipment has been determined to be safety related, or a noncompliance with a motor vehicle safety standard has been determined to exist.” 49 C.F.R. § 573.6(a) &

1 (b). At a minimum, the report to NHTSA must include: the manufacturer's name;  
2 the identification of the vehicles or equipment containing the defect, including the  
3 make, line, model year and years of manufacturing; a description of the basis for  
4 determining the recall population; how those vehicles differ from similar vehicles  
5 that the manufacturer excluded from the recall; and a description of the defect. 49  
6 C.F.R. § 276.6(b), (c)(1), (c)(2), & (c)(5).

7 161. The manufacturer must also promptly inform NHTSA regarding: the  
8 total number of vehicles or equipment potentially containing the defect; the  
9 percentage of vehicles estimated to contain the defect; a chronology of all principal  
10 events that were the basis for the determination that the defect related to motor  
11 vehicle safety, including a summary of all warranty claims, field or service reports,  
12 and other information, with its dates of receipt; and a description of the plan to  
13 remedy the defect. 49 C.F.R. § 276.6(b) & (c).

14 162. The TREAD Act provides that any manufacturer who violates 49  
15 U.S.C. § 30166 must pay a civil penalty to the U.S. Government. The current  
16 penalty "is \$7,000 per violation per day," and the maximum penalty "for a related  
17 series of daily violations is \$17,350,000." 49 C.F.R. § 578.6(c).

18 163. From at least 2001, Old GM had knowledge of the ignition switch  
19 defect, but hid the problem for the remainder of its existence until 2009.

20 164. From its creation on July 10, 2009, GM knew of the ignition switch  
21 problem because of the knowledge of Old GM and continuous reports up until the  
22 present.

23 165. GM admits the defect in the ignition switch has been linked to at least  
24 12 accident-related fatalities. But other sources have reported that hundreds of  
25 deaths and serious injuries are linked to the faulty ignition switches.

26 166. Despite being aware of the ignition switch defects ever since its creation  
27 on July 10, 2009, GM waited until February 7, 2014, before finally sending a letter to  
28 NHTSA confessing its knowledge of the ignition switch defects which could cause

1 the vehicles to lose power, and in turn cause the airbags not to deploy. GM initially  
2 identified two vehicle models, along with the corresponding model years, affected by  
3 the defect – the 2005-2007 Chevrolet Cobalt and the 2007 Pontiac G5. On  
4 February 25, 2014, GM amended its letter to include four additional vehicles, the  
5 2006-2007 Chevrolet HHR, 2006-2007 Pontiac Solstice, 2003-2007 Saturn Ion, and  
6 the 2007 Saturn Sky.

7 167. By failing to disclose and by actively concealing the ignition switch  
8 defect, and by selling vehicles while violating the TREAD Act and through its other  
9 conduct as alleged herein, Old GM and GM both engaged in deceptive business  
10 practices prohibited by the CLRA, CAL. CIV. CODE § 1750, *et seq.*

11 168. Both Old GM and GM failed for many years to inform NHTSA about  
12 known defects in the Defective Vehicles' ignition system. Consequently, the public,  
13 including Plaintiff and the Class, received no notice of the ignition switch defects,  
14 that the defect could disable multiple electrical functions including power steering  
15 and power brakes, or that the defect could cause the airbags not to deploy in an  
16 accident.

17 169. GM knew that the ignition switch had a defect that could cause a  
18 vehicle's engine to lose power without warning, and that when the engine lost power  
19 there was a risk that electrical functions would fail and that the airbags would not  
20 deploy. Yet GM failed to inform NHTSA or warn Plaintiff or the public about these  
21 inherent dangers despite having a duty to do so.

22 170. Old GM and GM owed Plaintiff and the Class a duty to comply with the  
23 TREAD Act and disclose the defective nature of the Defective Vehicles, including  
24 the ignition switch defect and accompanying loss of power and failure of the airbags  
25 to deploy, because Old GM and GM:

26 a. Possessed exclusive knowledge of the ignition switch defects  
27 rendering the Defective Vehicles inherently more dangerous and unreliable than  
28 otherwise similar vehicles; and

1           b.     Intentionally concealed the hazardous situation with the Defective  
2 Vehicles by failing to comply with the TREAD Act, which required the disclosure of  
3 the ignition switch defects.

4           171. Defective Vehicles equipped with the faulty ignition switch pose an  
5 unreasonable risk of death or serious bodily injury to Plaintiff, passengers, other  
6 motorists, and pedestrians, because they are susceptible to sudden loss of power  
7 resulting in the loss of power steering and power brakes and failure of the airbags to  
8 deploy.

9           172. Old GM's and GM's unfair or deceptive acts or practices were likely to  
10 and did in fact deceive reasonable consumers, including Plaintiff, about the true  
11 safety and reliability of the Defective Vehicles.

12           173. Because of their violations of the CLRA detailed above, Old GM and  
13 GM caused actual damage to Plaintiff and, if not stopped, will continue to harm  
14 Plaintiff and the Class. Plaintiff and the Class members currently own or lease  
15 Defective Vehicles that are defective and inherently unsafe. These violations caused  
16 the diminution in value of Plaintiff's vehicle which is now worth less than it would  
17 have been without the ignition switch defects. Had Old GM timely disclosed the  
18 defect, Plaintiff would either not have purchased a Defective Vehicle at all, or would  
19 have paid less for the Defective Vehicle. Plaintiff and the Class did not receive the  
20 benefit of their bargain which was for a safe vehicle free of serious safety defects.

21           174. Had GM timely disclosed the ignition switch defects, the issue would  
22 have been resolved years ago and the value of Plaintiff's Defective Vehicle would  
23 not now be diminished.

24           175. Plaintiff and the Class face the risk of irreparable injury as a result of  
25 GM's acts and omissions in violation of the CLRA, and these violations present a  
26 continuing risk to Plaintiff and to the general public.



1           176. Under CAL. CIV. CODE § 1780(a), Plaintiff and the Class seek monetary  
2 relief against GM measured as the diminution of the value of their vehicles caused  
3 by Old GM's and GM's violations of the CLRA as alleged herein.

4           177. Under CAL. CIV. CODE § 1780(b), Plaintiff seeks an additional award  
5 against GM of up to \$5,000 for each Class member who qualifies as a "senior  
6 citizen" or "disabled person" under the CLRA. Old GM and GM knew or should  
7 have known that their conduct was directed to one or more Class members who are  
8 senior citizens or disabled persons. Old GM's and GM's conduct caused one or  
9 more of these senior citizens or disabled persons to suffer a substantial loss of  
10 property set aside for retirement or for personal or family care and maintenance, or  
11 assets essential to the health or welfare of the senior citizen or disabled person. One  
12 or more Class members who are senior citizens or disabled persons are substantially  
13 more vulnerable to Old GM's and GM's conduct because of age, poor health or  
14 infirmity, impaired understanding, restricted mobility, or disability, and each of them  
15 suffered substantial physical, emotional, or economic damage resulting from Old  
16 GM's and GM's conduct.

17           178. Plaintiff also seeks punitive damages against GM because it carried out  
18 reprehensible conduct with willful and conscious disregard of the rights and safety of  
19 others, subjecting Plaintiff and the Class to potential cruel and unjust hardship as a  
20 result. First Old GM and then GM intentionally and willfully concealed and failed to  
21 inform NHTSA of the unsafe and unreliable Defective Vehicles, deceived Plaintiff  
22 on life-or-death matters, and concealed material facts that only they knew, all to  
23 avoid the expense and public relations problem of correcting a deadly flaw in the  
24 Defective Vehicles. GM's unlawful conduct constitutes malice, oppression, and  
25 fraud warranting punitive damages under CAL. CIV. CODE § 3294.

26           179. Plaintiff further seeks an order enjoining GM's unfair or deceptive acts  
27 or practices, restitution, punitive damages, costs of court, attorneys' fees under CAL.  
28 CIV. CODE § 1780(e), and any other just and proper relief available under the CLRA.

1 180. Finally, Class members who purchased a Defective Vehicle after  
2 July 10, 2009 (“Repurchasers”) have a CLRA claim against GM for failing to  
3 disclose the known ignition switch defect.

4 181. But for GM’s deceptive and unfair failure to disclose the ignition switch  
5 defects, the Repurchasers would either not have purchased the Defective Vehicles or  
6 would have paid less for them, entitling them to monetary relief under CAL. CIV.  
7 CODE § 1780(a) and punitive damages, for the reasons set forth above.

8 182. On March 19, 2014, Plaintiff Benton sent a letter complying with CAL.  
9 CIV. CODE § 1780(b).

10 183. Plaintiff include an affidavit with this Complaint that show that venue in  
11 this District is proper, to the extent such an affidavit is required by CAL. CIV. CODE  
12 § 1780(d).

## 13 **COUNT II**

### 14 **VIOLATION OF THE CALIFORNIA UNFAIR COMPETITION LAW**

#### 15 **(CAL. BUS. & PROF. CODE § 17200, *et seq.*)**

16 184. In the event the Court declines to certify a nationwide Class, Plaintiff  
17 brings this claim solely on behalf of Class members who reside in California.

18 185. Plaintiff realleges and incorporates by reference all paragraphs as  
19 though fully set forth herein.

20 186. California Business and Professions Code section 17200 prohibits any  
21 “unlawful, unfair, or fraudulent business act or practices.” GM has engaged in  
22 unlawful, fraudulent, and unfair business acts and practices in violation of the UCL,  
23 and also has successor liability for the unlawful, fraudulent and unfair business acts  
24 and practices of Old GM.

25 187. Both Old GM and GM violated the unlawful prong of section 17200 by  
26 their violations of the CLRA, CAL. CIV. CODE § 1750, *et seq.*, as set forth in Count I  
27 by the acts and practices set forth in this Complaint.  
28

1           188. Both Old GM and GM also violated the unlawful prong because they  
2 engaged in business acts or practices that are unlawful because they violate the  
3 TREAD Act, 49 U.S.C. §§ 30101, *et seq.*, and its regulations.

4           189. Old GM and GM violated the TREAD Act when they failed to timely  
5 inform NHTSA of the ignition switch defects and allowed cars to be sold with these  
6 defects.

7           190. Old GM and GM violated the unfair and fraudulent prong of section  
8 17200 because, in failing or refusing to inform NHTSA about a defect affecting the  
9 safety and reliability of the Defective Vehicles, the Companies precluded reasonable  
10 owners from discovering their vehicles were unsafe and unreliable. The information  
11 that the Companies were required to disclose to NHTSA about the faulty ignition  
12 switch was material to a reasonable consumer.

13           191. Old GM and GM also violated the unfair prong of section 17200  
14 because the acts and practices set forth in the Complaint, including the manufacture  
15 and sale of vehicles with an ignition switch defect and the Companies' failure to  
16 adequately disclose the defect to NHTSA and implement a remedy, offend  
17 established public policy, and also because the harm the Companies caused  
18 consumers greatly outweighs any benefits associated with those practices. The  
19 Companies' conduct has also impaired competition within the automotive vehicles  
20 market and has prevented Plaintiff and the Class from making fully informed  
21 decisions about whether to lease, purchase and/or retain the Defective Vehicles.

22           192. While Old GM knew of the ignition switch defects by 2001, it  
23 continued to design, manufacture and market the Defective Vehicles until 2007. All  
24 the while, Old GM knew that the vehicles had an unreasonable propensity to shut  
25 down during ordinary driving conditions, leading to an unreasonable risk of serious  
26 bodily injury or death.

27           193. Plaintiff and the Class have suffered an injury, including the loss of  
28 money or property, because of GM's unfair, unlawful and/or deceptive practices.

1 Old GM and GM failed to inform NHTSA, and therefore failed to inform consumers,  
2 that its vehicles had a defective ignition switch that could lead to injury and death.  
3 Had Plaintiff and the Class known this they would either not have purchased their  
4 vehicles at all or would have paid less for them, and would not have retained their  
5 Defective Vehicles.

6 194. All of the wrongful conduct alleged herein occurred, and continues to  
7 occur, in the conduct of the Companies' business. The Companies' wrongful  
8 conduct is part of a pattern or generalized course of conduct that is still perpetuated  
9 and repeated, both in California and nationwide.

10 195. Plaintiff and the Class have suffered an injury, including the loss of  
11 money or property, due to GM's unfair, unlawful and/or deceptive practices.

12 196. Plaintiff requests that this Court enter such orders or judgments as may  
13 be necessary, including a declaratory judgment that GM has violated the UCL; an  
14 order enjoining GM from continuing its unfair, unlawful, and/or deceptive practices;  
15 an order and judgment restoring to the Class members any money lost as the result of  
16 GM's unfair, unlawful and deceptive trade practices, including restitution and  
17 disgorgement of any profits GM received as a result of its unfair, unlawful and/or  
18 deceptive practices, as provided in CAL. BUS. & PROF. CODE § 17203, CAL CIV.  
19 PROC. § 384 and CAL. CIV. CODE § 3345; and for such other relief as may be just and  
20 proper.

21 197. Finally, Class members who purchased a Defective Vehicle after  
22 July 10, 2009 (the Repurchasers) have a UCL claim against GM for failing to  
23 disclose the known ignition switch defect.

24 198. But for GM's deceptive and unfair failure to disclose the ignition switch  
25 defects, the Repurchasers would either not have purchased the Defective Vehicles or  
26 would have paid less for them, entitling them to orders or judgments to: enjoin GM  
27 from continuing its unfair, unlawful, and/or deceptive practices; and/or restore to the  
28 Repurchasers any money lost as the result of GM's unfair, unlawful and deceptive

1 trade practices, as provided in CAL. BUS. & PROF. CODE § 17203, CAL CIV. PROC.  
2 § 384 and CAL. CIV. CODE § 3345.

3 **COUNT III**

4 **VIOLATION OF SONG-BEVERLY CONSUMER WARRANTY ACT**  
5 **FOR BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
6 **(CALIFORNIA “LEMON LAW”)**

7 **(CAL. CIV. CODE §§ 1791.1 & 1792)**

8 199. In the event the Court declines to certify a nationwide Class, Plaintiff  
9 brings this claim solely on behalf of California residents.

10 200. Plaintiff realleges and incorporates by reference all paragraphs as  
11 though fully set forth herein.

12 201. Plaintiff and Class members who purchased or leased the Defective  
13 Vehicles in California are “buyers” within the meaning of CAL. CIV. CODE § 1791(b).

14 202. The Defective Vehicles are “consumer goods” within the meaning of  
15 CIV. CODE § 1791(a).

16 203. Old GM was a “manufacturer” of the Defective Vehicles within the  
17 meaning of CAL. CIV. CODE § 1791(j), and, in purchasing Old GM, GM expressly  
18 assumed liability and responsibility for “payment of all [Old GM’s] Liabilities  
19 arising under ...Lemon Laws,” including California’s Lemon Law, the Song-Beverly  
20 Act.

21 204. Old GM impliedly warranted to Plaintiff and the Class that its Defective  
22 Vehicles were “merchantable” within the meaning of CAL. CIV. CODE §§ 1791.1(a)  
23 & 1792; however, the Defective Vehicles do not have the quality that a buyer would  
24 reasonably expect, and were therefore not merchantable.

25 205. CAL. CIV. CODE § 1791.1(a) states:

26 “Implied warranty of merchantability” or “implied  
27 warranty that goods are merchantable” means that the  
28 consumer goods meet each of the following:

- (1) Pass without objection in the trade under the contract description.

- (2) Are fit for the ordinary purposes for which such goods are used.
- (3) Are adequately contained, packaged, and labeled.
- (4) Conform to the promises or affirmations of fact made on the container or label.

206. The Defective Vehicles would not pass without objection in the automotive trade because of the ignition switch defects that cause the Defective Vehicles to inadvertently shut down during ordinary driving conditions, leading to an unreasonable likelihood of accident and an unreasonable likelihood that such accidents would cause serious bodily harm or death to vehicle occupants.

207. Because of the ignition switch defects, the Defective Vehicles are not safe to drive and thus not fit for ordinary purposes.

208. The Defective Vehicles are not adequately labeled because the labeling fails to disclose the ignition switch defects and does not advise Class members to avoid attaching anything to their vehicle key rings. Old GM and GM failed to warn about the dangerous safety defects in the Defective Vehicles.

209. Old GM breached the implied warranty of merchantability by manufacturing and selling Defective Vehicles containing defects leading to the sudden and unintended shut down of the vehicles during ordinary driving conditions. These defects have deprived Plaintiff and the Class of the benefit of their bargain and have caused the Defective Vehicles to depreciate in value.

210. As a direct and proximate result of Old GM's breach of its duties under California's Lemon Law (for which GM expressly assumed liability), Class members received goods whose dangerous condition substantially impairs their value to Class members. Plaintiff and the Class have been damaged by the diminished value of Old GM's products, the products' malfunctioning, and the nonuse of their Defective Vehicles.

211. Under CAL. CIV. CODE §§ 1791.1(d) & 1794, Class members are entitled to damages and other legal and equitable relief including, at their election,

1 the purchase price of their Defective Vehicles, or the overpayment or diminution in  
2 value of their Defective Vehicles.

3 212. Under CAL. CIV. CODE § 1794, Class members are entitled to costs and  
4 attorneys' fees.

5 **COLORADO**

6 **VIOLATIONS OF THE COLORADO CONSUMER PROTECTION ACT**  
7 **(COLORADO CPA, COL. REV. STAT. § 6-1-101, *et seq.*)**

8 213. In the event the Court declines to certify a nationwide Class, Plaintiff  
9 brings this claim solely on behalf of Class members residing in Colorado.

10 214. Plaintiff realleges and incorporates by reference all paragraphs as  
11 though fully set forth herein.

12 215. Old GM and GM are “persons” under § 6-1-102(6) of the Colorado  
13 Consumer Protection Act (“Colorado CPA”), COL. REV. STAT. § 6-1-101, *et seq.*

14 216. Class members are “consumers” for purposes of § 6-1-113(1)(a) of the  
15 Colorado CPA who purchased or leased one or more Defective Vehicles.

16 217. Old GM and GM engaged in deceptive trade practices prohibited by the  
17 Colorado CPA, including: (1) knowingly making a false representation as to the  
18 characteristics, uses, and benefits of the Defective Vehicles that had the capacity or  
19 tendency to deceive Class members; (2) representing that the Defective Vehicles are  
20 of a particular standard, quality, and grade even though both Companies knew or  
21 should have known they are not; (3) advertising the Defective Vehicles with the  
22 intent not to sell them as advertised; and (4) failing to disclose material information  
23 concerning the Defective Vehicles that was known to Old GM and GM at the time of  
24 advertisement or sale with the intent to induce Class members to purchase, lease or  
25 retain the Defective Vehicles. In the course of their business, Old GM and GM  
26 participated in deceptive trade practices that violated the Colorado CPA as described  
27 herein. GM is directly liable for these violations of law, and also has successor  
28 liability for the deceptive trade practices of Old GM.

1           218. As alleged above, Old GM made numerous material statements about  
2 the safety and reliability of the Defective Vehicles that were either false or  
3 misleading. Each of these statements contributed to the deceptive context of both  
4 Companies' unlawful advertising and representations as a whole.

5           219. Both Old GM and GM also failed to disclose and actively concealed the  
6 dangerous ignition switch defect in the Defective Vehicles. Both Companies knew of  
7 the ignition switch defect, while the Class was deceived by the Companies' omission  
8 into believing the Defective Vehicles were safe, and the information could not have  
9 reasonably been known by the consumer until the February and March 2014 recalls.

10           220. While Old GM knew of the ignition switch defects by 2001, it  
11 continued to design, manufacture, and market the Defective Vehicles until 2007.

12           221. All the while, Old GM knew that the vehicles had an unreasonable  
13 propensity to shut down during ordinary driving conditions, leading to an  
14 unreasonable risk of serious bodily injury or death.

15           222. Both Companies nevertheless failed to warn Class members about these  
16 inherent dangers despite having a duty to do so. Old GM's and GM's deceptive  
17 practices were likely to and did in fact deceive reasonable consumers, including  
18 Class members, about the true safety and reliability of the Defective Vehicles.

19           223. Old GM's and GM's deceptive and unfair acts and practices  
20 significantly impact the public as actual consumers and users of the Defective  
21 Vehicles, which pose an unreasonable risk of death or serious bodily injury to Class  
22 members, passengers, other motorists, pedestrians, and the public at large, because  
23 they are susceptible to ignition switch malfunction causing the car's engine and  
24 electrical system to shut off, disabling the power steering and power brakes and  
25 causing the non-deployment of the vehicle's airbags in the event of a crash. Public  
26 interest is also affected because Class members were injured in exactly the same way  
27 as millions of others purchasing and/or leasing Defective Vehicles as a result of both  
28 Companies' generalized course of deception. All of the wrongful conduct alleged



1 herein occurred, and continues to occur, in the conduct of Old GM's and GM's  
2 businesses.

3 224. Old GM's and GM's acts and practices, including the manufacture and  
4 sale of vehicles with an ignition switch defect, and the Companies' failure to  
5 adequately disclose the defect to NHTSA and the Class and timely implement a  
6 remedy, were unconscionable because they offend established public policy, and  
7 because the harm the Companies caused consumers greatly outweighs any benefits  
8 associated with those practices. The Companies' conduct has also impaired  
9 competition within the automotive vehicles market and has prevented Plaintiff and  
10 the Class from making fully informed decisions about whether to lease, purchase  
11 and/or retain Defective Vehicles.

12 225. Whether or not a vehicle's (a) ignition switch will malfunction  
13 (a) causing the car's engine and electrical system to shut off, (b) disabling the power  
14 steering and power brakes and (c) causing the non-deployment of the vehicle's  
15 airbags in a crash are facts that a reasonable consumer would consider important in  
16 selecting a vehicle to purchase or lease. When Class members bought a Defective  
17 Vehicle for personal, family, or household purposes, they reasonably expected the  
18 vehicle would feature a non-defective, safe ignition switch.

19 226. Class members suffered injury-in-fact to their legally protected property  
20 interests as a result of Old GM's and GM's violations of the Colorado CPA detailed  
21 above. Class members currently own or lease Defective Vehicles that are defective  
22 and inherently unsafe. The ignition switch defects and the resulting risk of accident,  
23 injury, or death have caused the value of the Defective Vehicles to plummet.

24 227. Class members also seek punitive damages against GM because both  
25 Old GM and GM engaged in bad faith conduct. Old GM and GM misrepresented the  
26 safety and reliability of the Defective Vehicles, deceived Class members on life-or-  
27 death matters, and concealed material facts that only they knew, all to avoid the  
28 expense and public relations nightmare of correcting a deadly flaw in the Defective

1 Vehicles they repeatedly promised Class members were safe. Old GM's and GM's  
2 bad faith conduct warrants punitive damages.

3 228. Because the Class members suffered injury-in-fact, they seek actual  
4 damages or \$500, whichever is greater, discretionary treble damages, punitive  
5 damages, and reasonable attorneys' fees under COL. REV. STAT. § 6-1-113.

6 **CONNECTICUT**

7 **VIOLATION OF CONNECTICUT UNLAWFUL TRADE PRACTICES ACT**

8 **(CONN. GEN. STAT. § 42-110A, *et seq.*)**

9 229. Plaintiff realleges and incorporates by reference all paragraphs as  
10 though fully set forth herein.

11 230. In the event the Court declines to certify a nationwide Class, Plaintiff  
12 brings this claim solely on behalf of Connecticut residents.

13 231. The Connecticut Unfair Trade Practices Act ("CUTPA") provides: "No  
14 person shall engage in unfair methods of competition and unfair or deceptive acts or  
15 practices in the conduct of any trade or commerce." CONN. GEN. STAT. § 42-110b(a).

16 232. Old GM was, and GM is, a "person" within the meaning of CUTPA.  
17 CONN. GEN. STAT. § 42-110a(3).

18 233. In the course of the business of Old GM and GM, the Companies  
19 willfully failed to disclose and actively concealed the dangerous risks of the ignition  
20 switch defects in the Defective Vehicles as described above. This was a deceptive act  
21 in that GM and Old GM represented that the Defective Vehicles have characteristics,  
22 uses, benefits, and qualities which they do not have; represented that the Defective  
23 Vehicles are of a particular standard and quality when they are not; and advertised the  
24 Defective Vehicles with the intent not to sell them as advertised. Old GM and GM  
25 knew or should have known that their conduct violated the CUTPA.

26 234. Old GM engaged in a deceptive trade practice when it failed to disclose  
27 material information concerning the Old GM vehicles which was known to Old GM  
28 at the time of the sale. Old GM deliberately withheld the information about the

1 vehicles' propensity to suddenly shut down in order to ensure that consumers would  
2 purchase its vehicles and to induce the consumer to enter into a transaction.

3 235. The conduct of Old GM and GM was unfair because it causes  
4 substantial injury to consumers.

5 236. The propensity of the Defective Vehicles for sudden, inadvertent  
6 shutdown during ordinary driving conditions was material to Plaintiff and the Class.  
7 Had Plaintiff and the Class known that their Defective Vehicles had these serious  
8 safety defects, they would not have purchased the vehicles.

9 237. Plaintiff and the Class suffered ascertainable loss caused by the  
10 deceptive and unfair practices of GM and Old GM. Plaintiff and the Class overpaid  
11 for their vehicles and did not receive the benefit of their bargain. The value of their  
12 vehicles have diminished now that the safety issues have come to light, and Plaintiff  
13 and the Class own vehicles that are not safe.

14 238. GM and Old GM engaged in conduct amounting to a particularly  
15 aggravated, deliberate disregard of the rights and safety of others.

16 239. Plaintiff and the Class are entitled to recover their actual damages,  
17 punitive damages, and attorneys' fees pursuant to CONN. GEN. STAT. § 42-110g.

18 240. Pursuant to CONN. GEN. STAT. § 42-110g(c), Plaintiff will mail a copy  
19 of the complaint to Connecticut's Attorney General.

20 **DELAWARE**

21 **COUNT I**

22 **VIOLATION OF THE DELAWARE CONSUMER FRAUD ACT**

23 **(6 DEL. CODE § 2513, *et seq.*)**

24 241. Plaintiff realleges and incorporates by reference all paragraphs as  
25 though fully set forth herein.

26 242. In the event the Court declines to certify a nationwide Class, Plaintiff  
27 brings this claim solely on behalf of Class members who are Delaware residents.  
28

1           243. The Delaware Consumer Fraud Act (“CFA”) prohibits the “act, use or  
2 employment by any person of any deception, fraud, false pretense, false promise,  
3 misrepresentation, or the concealment, suppression, or omission of any material fact  
4 with intent that others rely upon such concealment, suppression or omission, in  
5 connection with the sale, lease or advertisement of any merchandise, whether or not  
6 any person has in fact been misled, deceived or damaged thereby.” 6 DEL. CODE  
7 § 2513(a).

8           244. GM and Old GM are both “persons” within the meaning of 6 DEL. CODE  
9 § 2511(7).

10           245. As described herein, Old GM and GM each made false representations  
11 regarding the safety and reliability of their vehicles and concealed important facts  
12 regarding the tendency of their vehicles to suddenly and inadvertently shut down  
13 during ordinary operation. Old GM and GM intended that others rely on these  
14 misrepresentations and omissions in connection with the purchase, lease and  
15 retention of their vehicles.

16           246. The actions of Old GM and GM as set forth above occurred in the  
17 conduct of trade or commerce.

18           247. The Companies’ conduct proximately caused injuries to Plaintiff and  
19 the Class.

20           248. Plaintiff and the Class were injured as a result of Old GM’s conduct in  
21 that Plaintiff and the Class overpaid for their Defective Vehicles and did not receive  
22 the benefit of their bargain, and their vehicles have suffered a diminution in value.  
23 These injuries are the direct and natural consequence of GM’s misrepresentations  
24 and omissions, and of Old GM’s misrepresentations and omissions for which GM  
25 has successor liability.

26           249. Plaintiff and the Class are entitled to recover damages, as well as  
27 punitive damages for the Companies’ gross and aggravated misconduct.  
28

**COUNT II**

**VIOLATION OF THE DELAWARE DECEPTIVE TRADE PRACTICES ACT**

**(6 DEL. CODE § 2532, *et seq.*)**

250. Plaintiff realleges and incorporates by reference all paragraphs as though fully set forth herein.

251. In the event the Court declines to certify a nationwide Class, Plaintiff brings this claim solely on behalf of Class members who are Delaware residents.

252. Delaware's Deceptive Trade Practices Act ("DTPA") prohibits a person from engaging in a "deceptive trade practice," which includes: "(5) Represent[ing] that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have, or that a person has a sponsorship, approval, status, affiliation, or connection that the person does not have"; "(7) Represent[ing] that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another"; "(9) Advertis[ing] goods or services with intent not to sell them as advertised"; or "(12) Engag[ing] in any other conduct which similarly creates a likelihood of confusion or of misunderstanding."

253. Old GM and GM are "persons" within the meaning of 6 DEL. CODE § 2531(5).

254. In the course of the business of Old GM and GM, the Companies willfully failed to disclose and actively concealed the dangerous risk of ignition switch defects in the Defective Vehicles as described above. Accordingly, the Companies engaged in unlawful trade practices, including representing that the Defective Vehicles have characteristics, uses, benefits, and qualities which they do not have; representing that the Defective Vehicles are of a particular standard and quality when they are not; advertising the Defective Vehicles with the intent not to sell them as advertised; and otherwise engaging in conduct likely to deceive.

1           255. The Companies' actions as set forth above occurred in the conduct of  
2 trade or commerce.

3           256. The Companies' conduct proximately caused injuries to Plaintiff and  
4 the Class.

5           257. Plaintiff and the Class were injured as a result of the Companies'  
6 conduct in that Plaintiff and Class overpaid for their Defective Vehicles and did not  
7 receive the benefit of their bargain, and their vehicles have suffered a diminution in  
8 value that was exacerbated by the continuing violation of Delaware law by GM.  
9 These injuries are the direct and natural consequence of the Companies'  
10 misrepresentations and omissions.

11           258. Plaintiff seeks injunctive relief and, if awarded damages under  
12 Delaware common law or Delaware Consumer Fraud Act, treble damages pursuant  
13 to 6 DEL. CODE § 2533(c).

14           259. Plaintiff also seeks punitive damages based on the outrageousness and  
15 recklessness of the Companies' conduct and the high net worth of GM.

16                           **DISTRICT OF COLUMBIA**  
17           **VIOLATION OF THE CONSUMER PROTECTION PROCEDURES ACT**  
18                           **(CPPA, D.C. CODE § 28-3901, *et seq.*)**

19           260. Plaintiff realleges and incorporates by reference all paragraphs as if  
20 fully set forth herein.

21           261. In the event that the Court declines to certify a nationwide class,  
22 Plaintiff brings this claim solely on behalf of Class members who reside in the  
23 District of Columbia.

24           262. Old GM and GM are "persons" under the Consumer Protection  
25 Procedures Act ("CPPA"), D.C. CODE § 28-3901(a)(1).

26           263. Class members are "consumers," as defined by D.C. CODE § 28-  
27 3901(1)(2), who purchased or leased one or more Defective Vehicles.  
28

1           264. Old GM's and GM's actions as set forth herein constitute "trade  
2 practices" under D.C. CODE § 28-3901.

3           265. By failing to disclose and actively concealing the ignition switch defect  
4 in the Defective Vehicles, Old GM and GM engaged in unfair or deceptive practices  
5 prohibited by the CPPA, D.C. CODE § 28-3901, *et seq.*, including: (1) representing  
6 that the Defective Vehicles have characteristics, uses, benefits, and qualities which  
7 they do not have; (2) representing that the Defective Vehicles are of a particular  
8 standard, quality, and grade when they are not; (3) advertising the Defective  
9 Vehicles with the intent not to sell them as advertised; (4) representing that a  
10 transaction involving the Defective Vehicles confers or involves rights, remedies,  
11 and obligations which it does not; and (5) representing that the subject of a  
12 transaction involving the Defective Vehicles has been supplied in accordance with a  
13 previous representation when it has not. Both Old GM and GM participated in unfair  
14 or deceptive acts or practices that violated the CPPA. GM is directly liable for these  
15 violations of law, and also has successor liability for the unfair and deceptive trade  
16 practices of Old GM.

17           266. Old GM made numerous material statements about the safety and  
18 reliability of the Defective Vehicles that were either false or misleading. Each of  
19 these statements contributed to the deceptive context of both Companies' unlawful  
20 advertising and representations as a whole.

21           267. Both Old GM and GM also failed to disclose and actively concealed the  
22 dangerous ignition switch defect in the Defective Vehicles. Both Companies knew  
23 of the ignition switch defect, while the Class was deceived by the Companies'  
24 omission into believing the Defective Vehicles were safe, and the information could  
25 not have reasonably been known by the consumer until the February and March 2014  
26 recalls.

27           268. While Old GM knew of the ignition switch defects by 2001, it  
28 continued to design, manufacture, and market the Defective Vehicles until 2007.

1           269. All the while, Old GM knew that the vehicles had an unreasonable  
2 propensity to shut down during ordinary driving conditions, leading to an  
3 unreasonable risk of serious bodily injury or death.

4           270. Both Companies nevertheless failed to warn Class members about these  
5 inherent dangers despite having a duty to do so. Old GM's and GM's deceptive  
6 practices were likely to and did in fact deceive reasonable consumers, including  
7 Class members, about the true safety and reliability of the Defective Vehicles.

8           271. Old GM's and GM's unfair and deceptive acts and practices  
9 significantly impact the public as actual consumers and users of the Defective  
10 Vehicles, which pose an unreasonable risk of death or serious bodily injury to Class  
11 members, passengers, other motorists, pedestrians, and the public at large, because  
12 they are susceptible to ignition switch malfunction causing the car's engine and  
13 electrical system to shut off, disabling the power steering and power brakes and  
14 causing the non-deployment of the vehicle's airbags in the event of a crash. Public  
15 interest is also affected because Class members were injured in exactly the same way  
16 as millions of others purchasing and/or leasing Defective Vehicles as a result of both  
17 Companies' generalized course of deception. All of the wrongful conduct alleged  
18 herein occurred, and continues to occur, in the conduct of Old GM's and GM's  
19 businesses.

20           272. Old GM's and GM's acts and practices, including the manufacture and  
21 sale of vehicles with an ignition switch defect, and the Companies' failure to  
22 adequately disclose the defect to NHTSA and the Class and timely implement a  
23 remedy, were unconscionable because they offend established public policy, and  
24 because the harm the Companies caused consumers greatly outweighs any benefits  
25 associated with those practices. The Companies' conduct has also impaired  
26 competition within the automotive vehicles market and has prevented Plaintiff and  
27 the Class from making fully informed decisions about whether to lease, purchase  
28 and/or retain the Defective Vehicles.





1 adequately investigate, disclose and remedy, and the Companies' misrepresentations  
2 and omissions regarding the safety and reliability of their vehicles.

3 279. The actions of Old GM and GM as set forth above occurred in the  
4 conduct of trade or commerce.

5 280. The Companies' actions impact the public interest because Plaintiff was  
6 injured in exactly the same way as millions of others purchasing and/or leasing  
7 Defective Vehicles as a result of the Companies' generalized course of deception.  
8 All of the wrongful conduct alleged herein occurred, and continues to occur, in the  
9 conduct of the Companies' business.

10 281. Plaintiff and the Class were injured as a result of the Companies'  
11 conduct. Plaintiff and the Class overpaid for their Defective Vehicles and did not  
12 receive the benefit of their bargain, and their vehicles have suffered a diminution in  
13 value that has been exacerbating by GM's ongoing campaign of deception.

14 282. The Companies' conduct proximately caused the injuries to Plaintiff  
15 and the Class.

16 283. GM is liable to Plaintiff and the Class for damages in amounts to be  
17 proven at trial, including attorneys' fees, costs, and treble damages.

18 284. Pursuant to FLA. STAT. § 501.201, Plaintiff will serve the Florida  
19 Attorney General with a copy of this complaint as Plaintiff seeks injunctive relief.

20 **GEORGIA**

21 **COUNT I**

22 **VIOLATION OF GEORGIA'S UNIFORM DECEPTIVE**  
23 **TRADE PRACTICES ACT**

24 **(GA. CODE ANN. § 10-1-370, *et seq.*)**

25 285. Plaintiff realleges and incorporates by reference all paragraphs as  
26 though fully set forth herein.

27 286. In the event the Court declines to certify a nationwide Class, Plaintiff  
28 asserts this claim solely on behalf of Class members who are Georgia residents.

1           287. The conduct of Old GM and GM as set forth herein constitutes unfair or  
2 deceptive acts or practices, including, but not limited to, Old GM's manufacture and  
3 sale of vehicles with the ignition switch defect which Old GM and GM failed to  
4 adequately investigate, disclose and remedy, and the Companies' misrepresentations  
5 and omissions regarding the safety and reliability of their vehicles.

6           288. The Companies' actions as set forth above occurred in the conduct of  
7 trade or commerce.

8           289. The Companies' actions impact the public interest because Plaintiff was  
9 injured in exactly the same way as millions of others purchasing, leasing and  
10 retaining the Defective Vehicles as a result of the Companies' generalized course of  
11 deception. All of the wrongful conduct alleged herein occurred, and continues to  
12 occur, in the conduct of the Companies' business.

13           290. Plaintiff and the Class were injured as a result of the Companies'  
14 conduct. Plaintiff and the Class overpaid for their Defective Vehicles and did not  
15 receive the benefit of their bargain, and their vehicles have suffered a diminution in  
16 value that was exacerbated by GM's continued course of deceptive acts and  
17 omissions.

18           291. The Companies' conduct proximately caused the injuries to Plaintiff  
19 and the Class.

20           292. GM is liable to Plaintiff and the Class for damages in amounts to be  
21 proven at trial, including attorneys' fees, costs, and treble damages.

22           293. Pursuant to GA. CODE ANN. § 10-1-370, Plaintiff will serve the Georgia  
23 Attorney General with a copy of this complaint as Plaintiff seeks injunctive relief.

24                           **COUNT II**

25                   **VIOLATION OF GEORGIA'S FAIR BUSINESS PRACTICES ACT**

26                                   **(GA. CODE ANN. § 10-1-390, *et seq.*)**

27           294. Plaintiff realleges and incorporates by reference all paragraphs as  
28 though fully set forth herein.

1           295. In the event that the Court declines to certify a nationwide Class,  
2 Plaintiff brings this claim solely on behalf of Class members residing in Georgia.

3           296. The conduct of GM and Old GM as set forth herein constitutes unfair or  
4 deceptive acts or practices, including, but not limited to, Old GM's manufacture and  
5 sale of vehicles with a dangerous ignition switch defect which Old GM and GM  
6 failed to adequately investigate, disclose and remedy, and the Companies'  
7 misrepresentations and omissions regarding the safety and reliability of the Defective  
8 Vehicles.

9           297. The Companies' actions as set forth above occurred in the conduct of  
10 trade or commerce.

11           298. The Companies' actions impact the public interest because Plaintiff was  
12 injured in exactly the same way as millions of others purchasing and/or leasing  
13 Defective Vehicles as a result of the Companies' generalized course of deception.  
14 All of the wrongful conduct alleged herein occurred, and continues to occur, in the  
15 conduct of the Companies' business.

16           299. Plaintiff and the Class were injured as a result of the Companies'  
17 conduct. Plaintiff and the Class overpaid for their Defective Vehicles and did not  
18 receive the benefit of their bargain, and their vehicles have suffered a diminution in  
19 value that was exacerbated by the deceptive acts and omissions of GM.

20           300. The Companies' conduct proximately caused injuries to Plaintiff and  
21 the Class.

22           301. GM is liable to Plaintiff and the Class for damages in amounts to be  
23 proven at trial, including attorneys' fees, costs, and treble damages.

24           302. Pursuant to GA. CODE ANN. § 10-1-390, Plaintiff will serve the Georgia  
25 Attorney General with a copy of this complaint as Plaintiff seeks injunctive relief.  
26  
27  
28

**HAWAII**  
**UNFAIR COMPETITION AND PRACTICES**  
**(HAW. REV. STAT. § 480, *et seq.*)**

303. Plaintiff realleges and incorporates by reference all paragraphs as though fully set forth herein.

304. In the event the Court declines to certify a nationwide Class, Plaintiff brings this claim solely on behalf of Class members who reside in Hawaii.

305. Old GM and GM are “persons” under HAW. REV. STAT. § 480-1.

306. Class members are “consumer[s]” as defined by HAW. REV. STAT. § 480-1, who purchased or leased one or more Defective Vehicles.

307. Old GM’s and GM’s acts or practices as set forth above occurred in the conduct of trade or commerce.

308. The Act § 480-2(a) prohibits “unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce....” In the course of their business, both Old GM and GM willfully failed to disclose and actively concealed the dangerous ignition switch defect in the Defective Vehicles in violation of this Act. Both Companies’ misrepresentations and omissions regarding the safety and reliability of the Defective Vehicles were material and caused Class members to purchase, lease and/or retain vehicles they would not have otherwise purchased, leased and/or retained, or paid as much for, had the Class members known the vehicles were defective. GM is directly liable for its violations of law, and also has successor liability for the unfair and deceptive trade practices of Old GM.

309. As alleged above, both Companies knew of the ignition switch defect, while the Class was deceived by the Companies’ omission into believing the Defective Vehicles were safe, and the information could not have reasonably been known by the consumer until the February and March 2014 recalls.

1           310. While Old GM knew of the ignition switch defects by 2001, it  
2 continued to design, manufacture, and market the Defective Vehicles until 2007.

3           311. All the while, Old GM knew that the vehicles had an unreasonable  
4 propensity to shut down during ordinary driving conditions, leading to an  
5 unreasonable risk of serious bodily injury or death.

6           312. Old GM's and GM's misrepresentations and omissions described herein  
7 have the capacity or tendency to deceive. Because of these unlawful trade practices,  
8 including failure to disclose material information, Class members suffered injury,  
9 including the loss of money or property. Class members overpaid for their vehicles  
10 and did not receive the benefit of their bargain. The value of their vehicles has  
11 diminished now that the safety issues have come to light, and Class members own  
12 vehicles that are not safe.

13           313. Old GM's and GM's unfair and deceptive acts and practices  
14 significantly impact the public as actual consumers and users of the Defective  
15 Vehicles, which pose an unreasonable risk of death or serious bodily injury to Class  
16 members, passengers, other motorists, pedestrians, and the public at large, because  
17 they are susceptible to ignition switch malfunction causing the car's engine and  
18 electrical system to shut off, disabling the power steering and power brakes and  
19 causing the non-deployment of the vehicle's airbags in the event of a crash. Public  
20 interest is also affected because Class members were injured in exactly the same way  
21 as millions of others purchasing and/or leasing Defective Vehicles as a result of both  
22 Companies' generalized course of deception. All of the wrongful conduct alleged  
23 herein occurred, and continues to occur, in the conduct of Old GM's and GM's  
24 businesses.

25           314. Old GM's and GM's acts and practices, including the manufacture and  
26 sale of vehicles with an ignition switch defect, and the Companies' failure to  
27 adequately disclose the defect to NHTSA and the Class and timely implement a  
28 remedy, were unconscionable because they offend established public policy, and

1 because the harm the Companies caused consumers greatly outweighs any benefits  
2 associated with those practices. The Companies' conduct has also impaired  
3 competition within the automotive vehicles market and has prevented Plaintiff and  
4 the Class from making fully informed decisions about whether to lease, purchase  
5 and/or retain the Defective Vehicles.

6 315. Class members also seek punitive damages against GM because both  
7 Old GM's and GM's conduct evidences conscious wrongdoing. Old GM and GM  
8 consciously misrepresented the safety and reliability of the Defective Vehicles,  
9 deceived Class members on life-or-death matters, and concealed material facts that  
10 only they knew, all to avoid the expense and public relations nightmare of correcting  
11 a deadly flaw in the Defective Vehicles it repeatedly promised Class members were  
12 safe. Old GM's and GM's conscious wrongdoing warrants punitive damages.

13 316. Because Old GM's and GM's conscious wrongdoing caused injury to  
14 Class members, they are entitled to recover treble damages or \$1000, whichever is  
15 greater, punitive damages, reasonable attorneys' fees, and any other relief the Court  
16 deems proper, under HAW. REV. STAT. § 480-13.

17 **IDAHO**

18 **VIOLATION OF THE IDAHO CONSUMER PROTECTION ACT**

19 **(ICPA, IDAHO CIV. CODE § 48-601, *et seq.*)**

20 317. Plaintiff realleges and incorporates by reference all paragraphs as  
21 though fully set forth herein.

22 318. In the event the Court declines to certify a nationwide Class, Plaintiff  
23 brings this claim solely on behalf of Class members residing in Idaho.

24 319. Old GM and GM are "persons" under the Idaho Consumer Protection  
25 Act ("ICPA"), IDAHO CIV. CODE § 48-602(1).

26 320. Old GM's and GM's acts or practices as set forth above occurred in the  
27 conduct of "trade" or "commerce" under IDAHO CIV. CODE § 48-602(2).  
28

1           321. Old GM and GM both participated in misleading, false, or deceptive  
2 acts that violated the ICPA. By failing to disclose and actively concealing the  
3 dangerous ignition switch defect in the Defective Vehicles, both Old GM and GM  
4 engaged in deceptive business practices prohibited by the ICPA, including:  
5 (1) representing that the Defective Vehicles have characteristics, uses, and benefits  
6 which they do not have; (2) representing that the Defective Vehicles are of a  
7 particular standard, quality, and grade when they are not; (3) advertising the  
8 Defective Vehicles with the intent not to sell them as advertised; and (4) engaging in  
9 acts or practices which are otherwise misleading, false, or deceptive to the consumer.  
10 *See* IDAHO CIV. CODE § 48-603. GM is directly liable for its violations of law, and  
11 also has successor liability for the unfair methods of competition and unfair or  
12 deceptive acts of Old GM.

13           322. As detailed herein, Old GM made numerous material statements about  
14 the safety and reliability of Defective Vehicles that were either false or misleading.

15           323. Both Old GM and GM also failed to disclose and actively concealed the  
16 dangerous ignition switch defect in the Defective Vehicles. Both Companies knew  
17 of the ignition switch defect, while the Class was deceived by the Companies'  
18 omission into believing the Defective Vehicles were safe, and the information could  
19 not have reasonably been known by the consumer until the February and March 2014  
20 recalls.

21           324. While Old GM knew of the ignition switch defects by 2001, it  
22 continued to design, manufacture, and market the Defective Vehicles until 2007.

23           325. All the while, Old GM knew that the vehicles had an unreasonable  
24 propensity to shut down during ordinary driving conditions, leading to an  
25 unreasonable risk of serious bodily injury or death.

26           326. Old GM's and GM's deceptive practices were likely to and did in fact  
27 deceive reasonable consumers, including Class members, about the true safety and  
28



1 reliability of the Defective Vehicles. Both Companies nevertheless failed to warn  
2 Class members about these inherent dangers despite having a duty to do so.

3 327. Old GM and GM each owed Class members a duty to disclose the  
4 defective nature of Defective Vehicles, including the unreasonable propensity to shut  
5 down during ordinary driving conditions, leading to an unreasonable risk of serious  
6 bodily injury or death, because they:

- 7 a. Possessed exclusive knowledge of the defects rendering the  
8 Defective Vehicles inherently more dangerous and unreliable than similar vehicles;
- 9 b. Intentionally concealed the hazardous situation with the Defective  
10 Vehicles for more than a decade; and/or
- 11 c. Made misrepresentations about the safety and reliability of the  
12 Defective Vehicles while purposefully withholding material facts from Class  
13 members that contradicted these representations.

14 328. Old GM's and GM's deceptive and unfair acts and practices  
15 significantly impact the public as actual consumers and users of the Defective  
16 Vehicles, which pose an unreasonable risk of death or serious bodily injury to Class  
17 members, passengers, other motorists, pedestrians, and the public at large, because  
18 they are susceptible to ignition switch malfunction causing the car's engine and  
19 electrical system to shut off, disabling the power steering and power brakes and  
20 causing the non-deployment of the vehicle's airbags in the event of a crash. Public  
21 interest is also affected because Class members were injured in exactly the same way  
22 as millions of others purchasing and/or leasing Defective Vehicles as a result of both  
23 Companies' generalized course of deception. All of the wrongful conduct alleged  
24 herein occurred, and continues to occur, in the conduct of Old GM's and GM's  
25 businesses.

26 329. Whether or not a vehicle's ignition switch will malfunction, (a) causing  
27 the car's engine and electrical system to shut off, (b) disabling the power steering  
28 and power brakes and (c) causing the non-deployment of the vehicle's airbags in a

1 crash are facts that a reasonable consumer would consider important in selecting a  
2 vehicle to purchase or lease. When Class members bought a Defective Vehicle for  
3 personal, family, or household purposes, they reasonably expected the vehicle would  
4 feature a non-defective, safe ignition switch.

5 330. As a result of its violations of the ICPA detailed above, Old GM and  
6 GM caused ascertainable loss of money or property to Class members. Class  
7 members currently own or lease Defective Vehicles that are defective and inherently  
8 unsafe. Defective and dangerous ignition switches have caused the value of the  
9 Defective Vehicles to plummet.

10 331. Class members also seek punitive damages against GM because both  
11 Old GM's and GM's conduct evidences an extreme deviation from reasonable  
12 standards. Old GM and GM flagrantly, maliciously, and fraudulently misrepresented  
13 the safety and reliability of the Defective Vehicles, deceived Class members on life-  
14 or-death matters, and concealed material facts that only they knew, all to avoid the  
15 expense and public relations nightmare of correcting a deadly flaw in the Defective  
16 Vehicles they repeatedly promised Class members were safe. Old GM's and GM's  
17 unlawful conduct constitutes malice, oppression, and fraud warranting punitive  
18 damages.

19 332. Class members suffered ascertainable loss as a result of Old GM's and  
20 GM's flagrant violation of the ICPA. The Class therefore seeks actual damages or  
21 \$1000, whichever is greater, discretionary treble damages, punitive damages, and  
22 reasonable attorneys' fees, under IDAHO CIV. CODE § 48-608.  
23  
24  
25  
26  
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28

**ILLINOIS**

**COUNT I**

**VIOLATION OF ILLINOIS CONSUMER FRAUD AND  
DECEPTIVE BUSINESS PRACTICES ACT**

**(815 ILL. COMP. STAT. 505/1, *et seq.*  
and 720 ILL. COMP. STAT. 295/1A)**

333. Plaintiff realleges and incorporates by reference all paragraphs as though fully set forth herein.

334. In the event the Court declines to certify a nationwide Class, Plaintiff brings this claim solely on behalf of Class members who reside in Illinois.

335. The Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILL. COMP. STAT. 505/2 prohibits unfair or deceptive acts or practices in connection with any trade or commerce. Specifically, the Act prohibits suppliers from representing that their goods are of a particular quality or grade they are not.

336. Old GM and GM are “persons” as that term is defined in the Illinois Consumer Fraud and Deceptive Practices Act, 815 ILL. COMP. STAT. 505/1(c).

337. Plaintiff and the Class are “consumers” as that term is defined in the Illinois Consumer Fraud and Deceptive Practices Act, 815 ILL. COMP. STAT. 505/1(e).

338. The unfair and deceptive conduct of Old GM and GM caused Plaintiff’s damages as alleged.

339. As a result of the foregoing wrongful conduct of Old GM and GM, Plaintiff and the Class have been damaged in an amount to be proven at trial, including, but not limited to, actual damages, court costs, and reasonable attorneys’ fees under 815 ILL. COMP. STAT. 505/1, *et seq.*

**COUNT II**

**VIOLATION OF THE ILLINOIS UNIFORM  
DECEPTIVE TRADE PRACTICES ACT**

**(815 ILL. COMP. STAT. 510/1, *et. seq.* and  
720 ILL. COMP. STAT. 295/1A)**

340. Plaintiff realleges and incorporates by reference all paragraphs as though fully set forth herein.

341. In the event the Court declines to certify a nationwide Class, Plaintiff brings this claim solely on behalf of Class members who reside in Illinois.

342. 815 ILL. COMP. STAT. 510/2 provides that a “person engages in a deceptive trade practice when, in the course of his or her business, vocation, or occupation,” the person: “(2) causes likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods or services; ... (5) represents that goods or services have sponsorship, approval, characteristics ingredients, uses, benefits, or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that he or she does not have; ... (7) represents that goods or services are of a particular standard, quality, or grade or that goods are a particular style or model, if they are of another; ... (9) advertises goods or services with intent not to sell them as advertised; ... [or] (12) engages in any other conduct which similarly creates a likelihood of confusion or misunderstanding.”

343. Old GM and GM are “persons” within the meaning of 815 ILL. COMP. STAT. 510/1(5).

344. The vehicles sold to Plaintiff was not of the particular sponsorship, approval, characteristics, ingredients, uses benefits, or qualities represented by first Old GM and then GM with respect to used Defective Vehicle purchasers after July 10, 2009.

345. The vehicles sold to Plaintiff was not of the particular standard, quality, and/or grade represented by the Companies.



1 such representation is true if such other supplier shall know or have reason to know  
2 that such representation was false.”

3 351. Old GM and GM are “persons” within the meaning of IND. CODE § 24-  
4 5-0.5-2(2).

5 352. In the course of the Companies’ business, they each willfully failed to  
6 disclose and actively concealed the dangerous risk caused by the ignition switch  
7 defects in the Defective Vehicles. Accordingly, the Companies engaged in unlawful  
8 trade practices, including: (1) representing that the Defective Vehicles have  
9 characteristics, uses, benefits, and qualities which they do not have; (2) representing  
10 that the Defective Vehicles are of a particular standard and quality when they are  
11 not; (3) advertising the Defective Vehicles with the intent not to sell them as  
12 advertised; and (4) otherwise engaging in conduct likely to deceive.

13 353. The Companies’ actions as set forth above occurred in the conduct of  
14 trade or commerce.

15 354. The Companies’ conduct proximately caused injuries to Plaintiff and  
16 the Class.

17 355. Plaintiff and the Class were injured as a result of the Companies’  
18 conduct in that Plaintiff and the Class overpaid for their Defective Vehicles and did  
19 not receive the benefit of their bargain, and their vehicles have suffered a diminution  
20 in value. These injuries are the direct and natural consequence of the Companies’  
21 misrepresentations and omissions.

22 356. Plaintiff seeks injunctive relief and, if awarded damages under Indiana  
23 Deceptive Consumer Protection Act, treble damages pursuant to IND. CODE § 24-5-  
24 0.5-4(a)(1).

25 357. Plaintiff also seeks punitive damages based on the outrageousness and  
26 recklessness of the Companies’ conduct and GM’s high net worth.

**IOWA**  
**VIOLATIONS OF THE PRIVATE RIGHT OF ACTION**  
**FOR CONSUMER FRAUDS ACT**

**(IOWA CODE § 714H.1, *et seq.*)**

358. Plaintiff realleges and incorporates by reference all paragraphs as though fully set forth herein.

359. In the event the Court declines to certify a nationwide Class, Plaintiff brings this claim solely on behalf of Class members who are Iowa residents.

360. Old GM and GM are “persons” under IOWA CODE § 714H.2(7).

361. Plaintiff and the Class are “consumers,” as defined by IOWA CODE § 714H.2(3), who purchased or leased one or more Defective Vehicles.

362. Old GM and GM both participated in unfair or deceptive acts or practices that violated Iowa’s Private Right of Action for Consumer Fraud Act (“Iowa CFA”), IOWA CODE § 714H.1, *et seq.*, as described above and below. GM is directly liable for its violations of law, and has successor liability for the actions of Old GM in violation of the Iowa CFA.

363. By failing to disclose and actively concealing the dangerous risk of the ignition switch defects in the Defective Vehicles, the Companies engaged in deceptive business practices prohibited by the Iowa CFA, IOWA CODE § 714H.1, *et seq.*, including: (1) representing that the Defective Vehicles have characteristics, uses, benefits, and qualities which they do not have; (2) representing that the Defective Vehicles are of a particular standard, quality, and grade when they are not; (3) advertising the Defective Vehicles with the intent not to sell them as advertised; and (4) engaging in acts or practices which are otherwise unfair, misleading, false or deceptive to the consumer.

364. As alleged above, Old GM made numerous material statements about the safety and reliability of the Defective Vehicles that were either false or

1 misleading. Each of these statements contributed to the deceptive context of the  
2 Companies' unlawful advertising and representations as a whole.

3 365. The Companies knew that the ignition switches in the Defective  
4 Vehicles were defectively designed or manufactured, would fail without warning,  
5 and were not suitable for their intended use of turning the vehicle on and off based  
6 on driver commands. The Companies nevertheless failed to warn Plaintiff about  
7 these inherent dangers despite having a duty to do so.

8 366. Old GM and GM each owed Plaintiff a duty to disclose the defective  
9 nature of the Defective Vehicles, including the dangerous risk that the vehicles  
10 would shut down during ordinary driving conditions and render the vehicles'  
11 electrical systems inoperable, because they:

- 12 a. Possessed exclusive knowledge of the defects rendering the  
13 Defective Vehicles inherently more dangerous and unreliable than similar vehicles;  
14 b. Intentionally concealed the hazardous situation with the Defective  
15 Vehicles from Plaintiff; and/or  
16 c. Made incomplete representations about the safety and reliability  
17 of the Defective Vehicles generally, while purposefully withholding material facts  
18 from Plaintiff that contradicted these representations.

19 367. Defective Vehicles equipped with defective ignition switches pose an  
20 unreasonable risk of death or serious bodily injury to Plaintiff, passengers, other  
21 motorists, pedestrians, and the public at large, because they are susceptible to  
22 incidents in which brakes, power steering and airbags are all rendered inoperable.

23 368. Whether or not a vehicle (a) shuts down only when commanded to do so  
24 and (b) maintains operable brakes, steering and airbags during ordinary operations  
25 are facts that a reasonable consumer would consider important in selecting a vehicle  
26 to purchase or lease. When Plaintiff and the Class bought a GM vehicle for personal,  
27 family, or household purposes, they reasonably expected the vehicle would (a) not  
28



1 shut down until commanded to do so and (b) had brakes, power steering and airbags  
2 that remained operable during ordinary driving conditions.

3 369. The Companies' unfair or deceptive acts or practices were likely to and  
4 did in fact deceive reasonable consumers, including Plaintiff, about the true safety  
5 and reliability of the Defective Vehicles.

6 370. As a result of the violations of the Iowa CFA detailed above, Old GM  
7 and GM caused actual damage to Plaintiff and the Class and, if not stopped, will  
8 continue to harm Class members (including those driving the Defective Vehicles that  
9 have not yet been recalled). Plaintiff and the Class currently own or lease Defective  
10 Vehicles that are defective and inherently unsafe. The ignition switch defects have  
11 caused the value of the Defective Vehicles to plummet.

12 371. Plaintiff and the Class risk irreparable injury as a result of the  
13 Companies' acts and omissions in violation of the Iowa CFA, and these violations  
14 present a continuing risk to Plaintiff as well as to the general public.

15 372. Plaintiff and the Class sustained damages as a result of the Companies'  
16 unlawful acts and are, therefore, entitled to damages and other relief as provided  
17 under Chapter 714H of the Iowa CFA. Because the Companies' conduct was  
18 committed willfully, Plaintiff seeks treble damages as provided in IOWA CODE  
19 § 714H.5(4).

20 373. Plaintiff also seeks court costs and attorneys' fees as a result of the  
21 Companies' violation of Chapter 714H as provided in IOWA CODE § 714H.5(2).

22 **KANSAS**

23 **VIOLATIONS OF THE KANSAS CONSUMER PROTECTION ACT**

24 **(KANSAS CPA, KAN. STAT. ANN. § 50-623, *et seq.*)**

25 374. Plaintiff realleges and incorporates by reference all paragraphs as  
26 though fully set forth herein.

27 375. In the event the Court declines to certify a nationwide Class, Plaintiff  
28 brings this claim solely on behalf of Class members who are Kansas residents.

1           376. Old GM and GM are “suppliers” under the Kansas Consumer Protection  
2 Act (“Kansas CPA”), KAN. STAT. ANN. § 50-624(l).

3           377. Class members are “consumers,” within the meaning of KAN. STAT.  
4 ANN. § 50-624(b), who purchased or leased one or more Defective Vehicles.

5           378. The sale of the Defective Vehicles to the Class members was a  
6 “consumer transaction” within the meaning of KAN. STAT. ANN. § 50-624(c).

7           379. The Kansas CPA states “[n]o supplier shall engage in any deceptive act  
8 or practice in connection with a consumer transaction.” KAN. STAT. ANN. § 50-626.  
9 Old GM and GM both participated in deceptive acts or practices that violated the  
10 Kansas CPA, as described herein, including: (1) representing that the Defective  
11 Vehicles have characteristics, uses, and benefits that they do not have; and (2)  
12 representing that the Defective Vehicles are of a particular standard, quality, and  
13 grade when they are of another which differs materially from the representation.  
14 Specifically, Old GM made numerous material statements about the safety and  
15 reliability of the Defective Vehicles that were either false or misleading. *See* KAN.  
16 STAT. ANN. § 50-626. GM is directly liable for its violations of law, and also has  
17 successor liability for the deceptive acts and practices of Old GM.

18           380. As alleged herein, Old GM made numerous material statements about  
19 the safety and reliability of the Defective Vehicles that were either false or  
20 misleading, and that Old GM and GM knew or had reason to know were false.

21           381. Both Old GM and GM also failed to disclose and actively concealed the  
22 dangerous ignition switch defect in the Defective Vehicles. Both Companies knew  
23 of the ignition switch defect, while the Class was deceived by the Companies’  
24 omission into believing the Defective Vehicles were safe, and the information could  
25 not have reasonably been known by the consumer until the February and March 2014  
26 recalls.

27           382. While Old GM knew of the ignition switch defects by 2001, it  
28 continued to design, manufacture, and market the Defective Vehicles until 2007.

1           383. All the while, Old GM knew that the vehicles had an unreasonable  
2 propensity to shut down during ordinary driving conditions, leading to an  
3 unreasonable risk of serious bodily injury or death.

4           384. Old GM's and GM's deceptive practices were likely to and did in fact  
5 deceive reasonable consumers, including Class members, about the true safety and  
6 reliability of the Defective Vehicles. Both Companies nevertheless failed to warn  
7 Class members about these inherent dangers despite having a duty to do so.

8           385. Old GM's and GM's deceptive and unfair practices significantly impact  
9 the public since the Defective Vehicles pose an unreasonable risk of death or serious  
10 bodily injury to Class members, passengers, other motorists, pedestrians, and the  
11 public at large, because they are susceptible to ignition switch malfunction causing  
12 the car's engine and electrical system to shut off, disabling the power steering and  
13 power brakes and causing the non-deployment of the vehicle's airbags in the event of  
14 a crash. Public interest is also affected because Class members were injured in  
15 exactly the same way as millions of others purchasing and/or leasing Defective  
16 Vehicles as a result of both Companies' generalized course of deception. All of the  
17 wrongful conduct alleged herein occurred, and continues to occur, in the conduct of  
18 Old GM's and GM's businesses.

19           386. Whether or not a vehicle's ignition switch will malfunction (a) causing  
20 the car's engine and electrical system to shut off, (b) disabling the power steering  
21 and power brakes and (c) causing the non-deployment of the vehicle's airbags in a  
22 crash are facts that a reasonable consumer would consider important in selecting a  
23 vehicle to purchase or lease. When Class members bought a Defective Vehicle for  
24 personal, family, or household purposes, they reasonably expected the vehicle would  
25 feature a non-defective, safe ignition switch.

26           387. Class members are aggrieved as a result of Old GM's and GM's  
27 violations of the Kansas CPA detailed above. Class members currently own or lease  
28

1 Defective Vehicles that are defective and inherently unsafe. The defective ignition  
2 switches have caused the value of the Defective Vehicles to plummet.

3 388. Class members also seek punitive damages against GM because the  
4 conduct of Old GM and GM was willful, wanton, and malicious. The Companies  
5 fraudulently and willfully misrepresented the safety and reliability of the Defective  
6 Vehicles, deceived Class members on life-or-death matters, and concealed material  
7 facts that only they knew, all to avoid the expense and public relations nightmare of  
8 correcting a deadly flaw in the Defective Vehicles they repeatedly promised Class  
9 members were safe. Because Old GM's and GM's conduct was willful, wanton,  
10 fraudulent, and malicious, it warrants punitive damages.

11 389. Class members suffered actual harm as a result of Old GM's and GM's  
12 willful violation of the ICPA. The Class therefore seeks actual damages or  
13 maximum statutory damages up to \$10,000 per violation, whichever is greater,  
14 punitive damages, and reasonable attorneys' fees, under KAN. STAT. ANN. §§ 50-634  
15 and 50-636.

16 390. Pursuant to KAN. STAT. ANN. § 50-634, the Class will serve the Kansas  
17 Attorney General with a copy of this Complaint.

18 **KENTUCKY**

19 **VIOLATION OF THE KENTUCKY CONSUMER PROTECTION ACT**

20 **(KY. REV. STAT. § 367.110, *et seq.*)**

21 391. Plaintiff realleges and incorporates by reference all paragraphs as  
22 though fully set forth herein.

23 392. In the event the Court declines to certify a nationwide Class, Plaintiff  
24 asserts this claim solely on behalf of Class members who are Kentucky residents.

25 393. Old GM and GM misrepresented the safety of the Defective Vehicles  
26 after learning of their defects with the intent that Plaintiff and the Class rely on such  
27 representations in their decision regarding the purchase, lease and/or use of the  
28 Defective Vehicles.

394. Plaintiff did, in fact, rely on such representations in her decision regarding the purchase, lease and/or use of a Defective Vehicle.

395. Through those misleading and deceptive statements and false promises, Old GM and GM violated the Kentucky Consumer Protection Act (“KCPA”).

396. The KCPA applies to the Companies' transactions with Plaintiff and the Class because the Companies' deceptive scheme was carried out in Kentucky and affected Plaintiff and the Class.

397. The Companies also failed to advise NHSTA and the public about what they knew about the ignition switch defects in the Defective Vehicles.

398. Plaintiff and the Class relied on the Companies' silence as to known defects in connection with their decision regarding the purchase, lease and/or use of the Defective Vehicles.

399. As a direct and proximate result of the Companies' deceptive conduct and violation of the KCPA, Plaintiff and the Class have sustained and will continue to sustain economic losses and other damages for which they are entitled to declaratory relief, and compensatory and equitable damages in an amount to be proven at trial.

**MAINE**

## VIOLATION OF MAINE UNFAIR TRADE PRACTICES ACT

(ME. REV. STAT. ANN. TIT. 5 § 205-A, *et seq.*)

400. Plaintiff realleges and incorporates by reference all paragraphs as though fully set forth herein.

401. In the event the Court declines to certify a nationwide Class, Plaintiff brings this claim solely on behalf of Class members who reside in Maine.

402. The Maine Unfair Trade Practices Act (“UTPA”) makes unlawful “[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce....” ME. REV. STAT. ANN. TIT. 5 § 207.

1           403. The advertising and sale of motor vehicles by Old GM and GM  
2 constitutes “trade or commerce” within the meaning of UTPA per ME. REV. STAT.  
3 ANN. TIT. 5 § 206(3).

4           404. In the course of the Companies’ business, they willfully failed to  
5 disclose and actively concealed the dangerous risks caused by the ignition switch  
6 defects in Defective Vehicles as described above. This was a deceptive act in that  
7 the Companies represented that the Defective Vehicles have characteristics, uses,  
8 benefits, and qualities which they do not have; represented that the Defective  
9 Vehicles are of a particular standard and quality when they are not; and advertised  
10 the Defective Vehicles with the intent not to sell them as advertised. The Companies  
11 knew or should have known that their conduct violated the UTPA.

12           405. Old GM engaged in a deceptive trade practice when it failed to disclose  
13 material information concerning the Defective Vehicles which was known to it at the  
14 time of the sale. Old GM deliberately withheld the information about the vehicles’  
15 propensity to inadvertently shut down in order to ensure that consumers would  
16 purchase its vehicles and to induce the consumer to enter into a transaction. GM  
17 exacerbated the harm by continuing the deception, deceiving current owners and  
18 purchasers of used Deceptive Vehicles.

19           406. The information withheld was material in that it was information that  
20 was important to consumers and likely to affect their choice of, or conduct regarding,  
21 the purchase of their cars. The Companies’ withholding of this information was  
22 likely to mislead consumers acting reasonably under the circumstances. The  
23 propensity of the Defective Vehicles to shut down during ordinary driving conditions  
24 was material to Plaintiff and the Class. Had Plaintiff and the Class known that the  
25 vehicles had these serious safety defects, they would not have purchased their  
26 Defective Vehicles, or they would have paid less. In the absence of the ignition  
27 switch defects, or if Old GM or GM had remedied the problem earlier, the Defective  
28

1 Vehicles would be worth more than they now are as a result of the Companies’  
2 campaign of deception.

3 407. The Companies’ conduct has caused or will cause a substantial injury  
4 that cannot reasonably be avoided by consumers, and the harm is not outweighed by  
5 a countervailing benefit to consumers or competition

6 408. As a result of the Companies’ deceptive and unfair practices, Plaintiff  
7 and the Class have suffered loss of money or property. Plaintiff and the Class  
8 overpaid for their vehicles and did not receive the benefit of their bargain. The value  
9 of their vehicles have diminished now that the safety issues have come to light, and  
10 Plaintiff and the Class own vehicles that are not safe.

11 409. Plaintiff and the Class are entitled to actual damages, restitution and  
12 such other equitable relief, including an injunction, as the Court determines to be  
13 necessary and proper.

14 410. Pursuant to ME. REV. STAT. ANN. TIT. 5 § 213(3), Plaintiff will mail a  
15 copy of this complaint to Maine’s Attorney General.

16 **MARYLAND**

17 **VIOLATIONS OF THE MARYLAND CONSUMER PROTECTION ACT**

18 **(MD. CODE COM. LAW § 13-101, *et seq.*)**

19 411. Plaintiff realleges and incorporates by reference all paragraphs as  
20 though fully set forth herein.

21 412. In the event the Court declines to certify a nationwide Class, Plaintiff  
22 brings this claim solely on behalf of Class members who are Maryland residents.

23 413. Plaintiff and the Class are persons within the meaning of the Maryland  
24 Consumer Protection Act (the “Act”) for all purposes therein.

25 414. Old GM and GM are persons within the meaning of the Act for all  
26 purposes therein.

1           415. The false, deceptive and misleading statements and representations  
2 made by the Companies alleged above and below are Unfair and Deceptive Trade  
3 Practices within the meaning of the Act.

4           416. The Companies participated in unfair or deceptive acts or practices that  
5 violated the Act, as described above and below, and those unfair and deceptive trade  
6 practices occurred or were committed in the course, vocation or occupation of the  
7 Companies' businesses. GM engaged in the unfair and deceptive trade practices and  
8 is directly liable for these violations of law, and also has successor liability for Old  
9 GM's unfair and deceptive trade practices.

10          417. The Unfair and Deceptive Trade Practices as alleged above and below  
11 significantly impact the public as actual or potential customers of the Companies.

12          418. By failing to disclose and actively concealing the dangerous risk of the  
13 unintended shut down of the Defective Vehicles, the Companies engaged in  
14 deceptive business practices prohibited by the Act, including, but not limited to: (1)  
15 representing that the Defective Vehicles have characteristics, uses, benefits, and  
16 qualities which they do not have; (2) representing that the Defective Vehicles are of  
17 a particular standard, quality, and grade when they are not; (3) advertising the  
18 Defective Vehicles with the intent not to sell them as advertised; (4) representing that  
19 a transaction involving the Defective Vehicles confers or involves rights, remedies,  
20 and obligations which it does not, and (5) representing that the subject of a  
21 transaction involving the Defective Vehicles has been supplied in accordance with a  
22 previous representation when it has not.

23          419. As alleged above, Old GM made numerous material statements about  
24 the safety and reliability of the Defective Vehicles that were either false or  
25 misleading. Each of these statements contributed to the deceptive context of the  
26 Companies' unlawful advertising and representations as a whole.



1           420. The Companies' unfair or deceptive acts or practices were likely to and  
2 did in fact deceive reasonable consumers, including Plaintiff, about the true safety  
3 and reliability of the Defective Vehicles.

4           421. As a direct and proximate result of their unfair and deceptive business  
5 practices, and violations of the Act detailed above, the Companies caused actual  
6 damages, injuries, and losses to Plaintiff and the Class and, if not stopped, will  
7 continue to harm Plaintiff and the Class. Plaintiff and the Class currently own or  
8 lease Defective Vehicles that are defective and inherently unsafe. The ignition  
9 switch defects have caused the value of the Defective Vehicles to plummet.

10           422. Plaintiff and the Class are entitled to all damages permitted by M.R.S.  
11 § 13-101, *et seq.*, including actual damages sustained, civil penalties, attorneys' fees,  
12 and costs of this action. Also, the State of Maryland is entitled to statutory penalties  
13 from GM for each violation of the Act.

14                           **MASSACHUSETTS**

15                           **VIOLATION OF THE MASSACHUSETTS**  
16                           **CONSUMER PROTECTION ACT**

17                           **(Chapter 93A)**

18           423. Plaintiff realleges and incorporates by reference all paragraphs as  
19 though fully set forth herein.

20           424. In the event the Court declines to certify a nationwide Class, Plaintiff  
21 brings this claim solely on behalf of Class members who are Massachusetts  
22 residents.

23           425. The conduct of Old GM and GM as set forth herein constitutes unfair  
24 and deceptive acts or practices in violation of the Massachusetts Consumer  
25 Protection Act, MASS. GEN. L. ch. 93A, including, but not limited to, Old GM's  
26 manufacture and sale of vehicles with the ignition switch defects, which the  
27 Companies failed to adequately investigate, disclose and remedy, and the  
28 Companies' misrepresentations and omissions regarding the safety and reliability of

1 the Defective Vehicles, which misrepresentations and omissions possessed the  
2 tendency to deceive.

3 426. The Companies engage (or have engaged) in the conduct of trade or  
4 commerce and the misconduct alleged herein occurred in trade or commerce.

5 427. In satisfaction of MASS. GEN. LAWS ch. 93A, § 9(3), Plaintiff will make  
6 demand on GM more than 30 days prior to the filing of an Amended Complaint by  
7 letters sent by Plaintiff and the Class. These letters will assert that rights of  
8 consumers as claimants have been violated, describe the unfair and deceptive acts  
9 committed by the Companies, and specified the injuries that Plaintiff and the Class  
10 have suffered and the relief they seek. Thus, these letters will satisfy section 9(3).

11 428. As a result of the Companies' unfair and deceptive acts or practices in  
12 violation of the Massachusetts Consumer Protection Act, MASS. GEN. L. ch. 93A,  
13 Plaintiff and the Class suffered injury as described herein. Plaintiff and the Class  
14 overpaid for their Defective Vehicles and did not receive the benefit of their bargain,  
15 and their vehicles have suffered a diminution in value that was exacerbated by GM's  
16 perpetuation of the campaign of deception as described above.

17 429. Plaintiff and the Class are therefore entitled to actual damages, or \$25  
18 per Class member, whichever is greater.

19 **MINNESOTA**

20 **COUNT I**

21 **VIOLATION OF MINNESOTA UNIFORM**  
22 **DECEPTIVE TRADE PRACTICES ACT**

23 **(MINN. STAT. § 325D.43-48, *et seq.*)**

24 430. Plaintiff realleges and incorporate by reference all paragraphs as though  
25 fully set forth herein

26 431. In the event the Court declines to certify a nationwide Class, Plaintiff  
27 brings this claim solely on behalf of Class members who are Minnesota residents.  
28

1           432. Old GM and GM engaged in – and GM continues to engage in –  
2 conduct that violates the Minnesota Deceptive Trade Practices Act, MINN. STAT.  
3 § 325D.44, *et seq.* The violations include the following:

4           a. The Companies violated MINN. STAT. § 325D.44(5) by  
5 representing the Defective Vehicles as having characteristics, uses, and benefits of  
6 safe and mechanically sound vehicles while knowing that the statements were false  
7 and the Defective Vehicles contained defects;

8           b. The Companies violated MINN. STAT. § 325D.44(7) by  
9 representing the Defective Vehicles as a non-defective product of a particular  
10 standard, quality, or grade while knowing the statements were false and that the  
11 Defective Vehicles contained defects;

12           c. The Companies violated MINN. STAT. § 325D.44(9) by  
13 advertising, marketing, and selling the Defective Vehicles as reliable and without a  
14 known defect while knowing those claims were false; and

15           d. The Companies violated MINN. STAT. § 325D.44(13) by creating  
16 a likelihood of confusion and/or misrepresenting the safety of the Defective  
17 Vehicles.

18           433. The Companies' deceptive scheme was carried out in Minnesota and  
19 affected Plaintiff.

20           434. The Companies also failed to advise NHSTA and the public about what  
21 it knew about the ignition switch defects.

22           435. As a direct and proximate result of the Companies' deceptive conduct  
23 and violation of MINN. STAT. § 325D.44, *et seq.*, Plaintiff and the Class have  
24 sustained and will continue to sustain economic losses and other damages for which  
25 they are entitled to declaratory relief, compensatory and equitable damages in an  
26 amount to be proven at trial.

**COUNT II**

**VIOLATION OF MINNESOTA PREVENTION  
OF CONSUMER FRAUD ACT**

**(MINN. STAT. § 325F.68, *et seq.*)**

436. Plaintiff realleges and incorporates by reference all paragraphs as though fully set forth herein.

437. In the event the Court declines to certify a nationwide Class, Plaintiff brings this claim solely on behalf of Class members who are Minnesota residents.

438. Old GM and GM misrepresented the safety of the Defective Vehicles after learning of their defects with the intent that Plaintiff and the Class rely on such representations in their decision regarding the purchase, lease and/or use of the Defective Vehicles.

439. Plaintiff and the Class did, in fact, rely on such representations in their decision regarding the purchase, lease and/or use of the Defective Vehicles.

440. Through these misleading and deceptive statements and false promises, the Companies violated MINN. STAT. § 325F.69.

441. The Minnesota Prevention of Consumer Fraud Act applies to the Companies' transactions with Plaintiff and the Class because the Companies' deceptive scheme was carried out in Minnesota and affected Plaintiff.

442. The Companies also failed to advise NHSTA and the public about what they knew about the ignition switch defects in the Defective Vehicles.

443. Plaintiff and the Class relied on the Companies' silence as to known defects in connection with their decision regarding the purchase, lease and/or use of the Defective Vehicles.

444. As a direct and proximate result of the Companies' deceptive conduct and violation of MINN. STAT. § 325F.69, Plaintiff and the Class have sustained and will continue to sustain economic losses and other damages for which they are

1 entitled to declaratory relief, and compensatory and equitable damages in an amount  
2 to be proven at trial.

3 **MISSOURI**

4 **VIOLATION OF MISSOURI MERCHANDISING PRACTICES ACT**  
5 **(MO. REV. STAT. § 407.010, *et seq.*)**

6 445. Plaintiff realleges and incorporates by reference all paragraphs as  
7 though fully set forth herein.

8 446. In the event the Court declines to certify a nationwide Class, Plaintiff  
9 brings this claim solely on behalf of Class members who are Missouri residents.

10 447. The conduct of Old GM and GM as set forth herein constitutes unfair or  
11 deceptive acts or practices, including, but not limited to, Old GM's manufacture and  
12 sale of vehicles with defective ignition switches, which the Companies failed to  
13 adequately investigate, disclose and remedy, and the Companies' misrepresentations  
14 and omissions regarding the safety and reliability of the Defective Vehicles.

15 448. The Companies' actions as set forth above occurred in the conduct of  
16 trade or commerce.

17 449. The Companies' actions impact the public interest because Plaintiff was  
18 injured in exactly the same way as millions of others purchasing and/or leasing  
19 Defective Vehicles as a result of the Companies' generalized course of deception.  
20 All of the wrongful conduct alleged herein occurred, and continues to occur, in the  
21 conduct of the Companies' business.

22 450. Plaintiff and the Class were injured as a result of the Companies'  
23 conduct. Plaintiff and the Class overpaid for their Defective Vehicles and did not  
24 receive the benefit of their bargain, and their vehicles have suffered a diminution in  
25 value.

26 451. The Companies' conduct proximately caused the injuries to Plaintiff  
27 and the Class.  
28

1 452. GM is liable to Plaintiff and the Class for damages in amounts to be  
2 proven at trial, including attorneys' fees, costs, and treble damages.

3 453. Pursuant to MO. REV. STAT. § 407.010, Plaintiff will serve the Missouri  
4 Attorney General with a copy of this complaint as Plaintiff seeks injunctive relief.

5 **MONTANA**

6 **VIOLATION OF MONTANA UNFAIR TRADE PRACTICES AND**  
7 **CONSUMER PROTECTION ACT OF 1973**

8 **(MONT. CODE ANN. § 30-14-101, *et seq.*)**

9 454. Plaintiff realleges all preceding and succeeding paragraphs as if fully set  
10 for the herein.

11 455. In the event the Court declines to certify a nationwide Class, Plaintiff  
12 brings this claim solely on behalf of Class members who are Montana residents.

13 456. Old GM and GM are each a "person" under MONT. CODE ANN. § 30-14-  
14 102(6).

15 457. Class members are "consumer[s]" under MONT. CODE ANN. § 30-14-  
16 102(1).

17 458. The sale of the Defective Vehicles to Class members occurred within  
18 "trade and commerce" within the meaning of MONT. CODE ANN. § 30-14-102(8), and  
19 both Old GM and GM committed deceptive and unfair acts in the conduct of "trade  
20 and commerce" as defined in that statutory section.

21 459. The Montana Act makes unlawful any "unfair methods of competition  
22 and unfair or deceptive acts or practices in the conduct of any trade or commerce."  
23 MONT. CODE ANN. § 30-14-103. Old GM and GM both participated in unfair  
24 methods of competition and unfair or deceptive acts or practices in the conduct of  
25 trade and commerce that violated the Montana Act, as described herein. GM is  
26 directly liable for its violations of law, and also has successor liability for the  
27 violations of Old GM, as set forth above.  
28

1           460. As detailed herein, both Companies knew of the safety ignition switch  
2 defect, while the Class was deceived by the Companies' omission into believing the  
3 Defective Vehicles were safe, and the information could not have reasonably been  
4 known by the consumer until the February and March 2014 recalls.

5           461. While Old GM knew of the ignition switch defects by 2001, it  
6 continued to design, manufacture, and market the Defective Vehicles until 2007.

7           462. All the while, Old GM knew that the vehicles had an unreasonable  
8 propensity to shut down during ordinary driving conditions, leading to an  
9 unreasonable risk of serious bodily injury or death.

10          463. Old GM's and GM's deceptive practices were likely to and did in fact  
11 deceive reasonable consumers, including Class members, about the true safety and  
12 reliability of the Defective Vehicles. Both Companies nevertheless failed to warn  
13 Class members about these inherent dangers despite having a duty to do so.

14          464. Old GM's and GM's deceptive and unfair acts and practices  
15 significantly impact the public since the Defective Vehicles pose an unreasonable  
16 risk of death or serious bodily injury to Class members, passengers, other motorists,  
17 pedestrians, and the public at large, because they are susceptible to ignition switch  
18 malfunction causing the car's engine and electrical system to shut off, disabling the  
19 power steering and power brakes and causing the non-deployment of the vehicle's  
20 airbags in the event of a crash. Public interest is also affected because Class  
21 members were injured in exactly the same way as millions of others purchasing  
22 and/or leasing Defective Vehicles as a result of both Companies' generalized course  
23 of deception. All of the wrongful conduct alleged herein occurred, and continues to  
24 occur, in the conduct of Old GM's and GM's businesses.

25          465. Whether or not a vehicle's ignition switch will malfunction, (a) causing  
26 the car's engine and electrical system to shut off, (b) disabling the power steering  
27 and power brakes and (c) causing the non-deployment of the vehicle's airbags in a  
28 crash, are facts that a reasonable consumer would consider important in selecting a

1 vehicle to purchase or lease. When Class members bought a Defective Vehicle for  
2 personal, family, or household purposes, they reasonably expected the vehicle would  
3 feature a non-defective, safe ignition switch.

4 466. Old GM's and GM's acts and practices were unfair and unconscionable,  
5 because their acts and practices, including the manufacture and sale of vehicles with  
6 an ignition switch defect, and the Companies' failure to adequately disclose the  
7 defect to NHTSA and the Class and timely implement a remedy, offend established  
8 public policy, and because the harm the Companies caused consumers greatly  
9 outweighs any benefits associated with those practices. The Companies' conduct has  
10 also impaired competition within the automotive vehicles market and has prevented  
11 the Class from making fully informed decisions about whether to lease, purchase,  
12 and/or retain the Defective Vehicles.

13 467. Class members suffered an ascertainable loss of money and property, as  
14 a result of Old GM's and GM's violations of the Montana Act detailed above. Class  
15 members currently own or lease Defective Vehicles that are defective and inherently  
16 unsafe. The defective ignition switches have caused the value of the Defective  
17 Vehicles to plummet.

18 468. Because Old GM's and GM's unlawful methods, acts, and practices  
19 have caused Class members to suffer an ascertainable loss of money and property,  
20 the Class seeks actual damages or \$500, whichever is greater, discretionary treble  
21 damages, reasonable attorneys' fees, and any other equitable relief the Court  
22 considers necessary or proper, under MONT. CODE ANN. § 30-14-133.

23 **NEBRASKA**

24 **VIOLATION OF THE NEBRASKA CONSUMER PROTECTION ACT**

25 **(NCPA, NEB. REV. STAT. § 59-1601, *et seq.*)**

26 469. Plaintiff incorporates by reference all preceding and succeeding  
27 paragraphs as if set forth fully herein.  
28



1           470. In the event the Court declines to certify a nationwide Class, Plaintiff  
2 brings this claim solely on behalf of Class members residing in Nebraska.

3           471. Class members are “person[s]” under the Nebraska Consumer  
4 Protection Act (“NCPA”), NEB. REV. STAT. § 59-1601(1).

5           472. Old GM’s and GM’s actions as set forth herein occurred in the conduct  
6 of trade or commerce as defined under NEB. REV. STAT. § 59-1601(2).

7           473. The Nebraska Consumer Protection Act (“NCPA”) prohibits “unfair or  
8 deceptive acts or practices in the conduct of any trade or commerce.” The conduct  
9 of Old GM and GM as set forth herein constitutes unfair or deceptive acts or  
10 practices, including, but not limited to, Old GM’s manufacture and sale of vehicles  
11 with a defective ignition switch, which Old GM and GM failed to adequately  
12 investigate, disclose and remedy, and both Companies’ misrepresentations and  
13 omissions regarding the safety and reliability of its vehicles, which  
14 misrepresentations and omissions possessed the tendency or capacity to mislead.  
15 GM is directly liable for its violations of the NCPA, and also has successor liability  
16 for the unfair and deceptive acts and practices of Old GM.

17           474. As described herein, both Companies knew of the safety ignition switch  
18 defect, while the Class was deceived by the Companies’ omission into believing the  
19 Defective Vehicles were safe, and the information could not have reasonably been  
20 known by the consumer until the February and March 2014 recalls.

21           475. While Old GM knew of the ignition switch defects by 2001, it  
22 continued to design, manufacture, and market the Defective Vehicles until 2007.

23           476. All the while, Old GM knew that the vehicles had an unreasonable  
24 propensity to shut down during ordinary driving conditions, leading to an  
25 unreasonable risk of serious bodily injury or death.

26           477. Old GM’s and GM’s deceptive practices were likely to and did in fact  
27 deceive reasonable consumers, including Class members, about the true safety and  
28

1 reliability of the Defective Vehicles. Both Companies nevertheless failed to warn  
2 Class members about these inherent dangers despite having a duty to do so.

3 478. Old GM's and GM's deceptive and unfair acts and practices  
4 significantly impact the public since the Defective Vehicles pose an unreasonable  
5 risk of death or serious bodily injury to Class members, passengers, other motorists,  
6 pedestrians, and the public at large, because they are susceptible to ignition switch  
7 malfunction causing the car's engine and electrical system to shut off, disabling the  
8 power steering and power brakes and causing the non-deployment of the vehicle's  
9 airbags in the event of a crash. Public interest is also affected because Class  
10 members were injured in exactly the same way as millions of others purchasing  
11 and/or leasing Defective Vehicles as a result of both Companies' generalized course  
12 of deception. All of the wrongful conduct alleged herein occurred, and continues to  
13 occur, in the conduct of Old GM's and GM's businesses.

14 479. Class members were injured in their property as a result of Old GM's  
15 and GM's violation of the NCPA. Class members overpaid for their Defective  
16 Vehicles and did not receive the benefit of their bargain, and their vehicles have  
17 suffered a diminution in value.

18 480. Because Old GM's and GM's conduct caused injury to Class members'  
19 property through violations of the NCPA, the Class seeks recovery of actual  
20 damages, as well as enhanced damages up to \$1,000, and reasonable attorneys' fees,  
21 under NEB. REV. STAT. § 59-1609.

22 **NEVADA**

23 **VIOLATION OF THE NEVADA DECEPTIVE TRADE PRACTICES ACT**

24 **(NEV. REV. STAT. § 598.0903, *et seq.*)**

25 481. Plaintiff realleges and incorporates by reference all paragraphs as  
26 though fully set forth herein.

27 482. In the event the Court declines to certify a nationwide Class, Plaintiff  
28 brings this claim solely on behalf of Class members who are Nevada residents.

1 483. Old GM and GM are both “persons” as required under the statute.

2 484. The Companies’ actions as set forth above occurred in the course of  
3 business.

4 485. The Nevada Deceptive Trade Practices Act, NEV. REV. STAT.  
5 § 598.0903, *et seq.*, prohibits unfair or deceptive consumer sales practices.

6 486. NEV. REV. STAT. § 598.0915 provides that a person engages in a  
7 “deceptive trade practice” if, in the course of business or occupation, the person: “5.  
8 Knowingly makes a false representation as to the characteristics, ingredients, uses,  
9 benefits, alterations or quantities of goods or services for sale or lease or a false  
10 representation as to the sponsorship, approval, status, affiliation or connection of a  
11 person therewith”; “7. Represents that goods or services for sale or lease are of a  
12 particular standard, quality or grade, or that such goods are of a particular style or  
13 model, if he or she knows or should know that they are of another standard, quality,  
14 grade, style or model”; “9. Advertises goods or services with intent not to sell or  
15 lease them as advertised”; or “15. Knowingly makes any other false representation  
16 in a transaction.”

17 487. In the course of the Companies’ business, they willfully failed to  
18 disclose and actively concealed the dangerous risks posed by the defective ignition  
19 switches in the Defective Vehicles as described above. Accordingly, the Companies  
20 engaged in deceptive trade practices, including: (1) making false representations as  
21 to the characteristics, uses, and benefits of the Defective Vehicles; (2) representing  
22 that the Defective Vehicles are of a particular standard and quality when they are  
23 not; (3) advertising the Defective Vehicles with the intent not to sell them as  
24 advertised; and (4) knowingly made numerous other false representations as further  
25 described above.

26 488. Old GM knowingly made false representations to consumers with the  
27 intent to induce consumers into purchasing Defective Vehicles. Plaintiff and the  
28 Class reasonably relied on the Companies’ false representations and were induced to

1 each purchase or lease a Defective Vehicle. As a result of these unlawful trade  
2 practices, Plaintiff and the Class have suffered ascertainable loss.

3 489. Plaintiff and the Class suffered ascertainable loss caused by the  
4 Companies' false representations and failure to disclose material information.  
5 Plaintiff and the Class overpaid for their vehicles and did not receive the benefit of  
6 their bargain. The value of their Defective Vehicles has diminished now that the  
7 safety issues have come to light, and Plaintiff and the Class own vehicles that are not  
8 safe.

9 490. Accordingly, Plaintiff and the Class seek their actual damages, and all  
10 other appropriate and available remedies under the Nevada Deceptive Trade  
11 Practices Act.

12 **NEW HAMPSHIRE**  
13 **VIOLATION OF N.H. CONSUMER PROTECTION ACT**  
14 **(N.H. REV. STAT. ANN. § 358-A:1, *et seq.*)**

15 491. Plaintiff realleges and incorporates by reference all paragraphs as  
16 though fully set forth herein.

17 492. In the event the Court declines to certify a nationwide Class, Plaintiff  
18 brings this claim solely on behalf of Class members residing in New Hampshire.

19 493. Old GM and GM are each a "person" under the New Hampshire  
20 Consumer Protection Act ("CPA"), N.H. REV. STAT. § 358-A:1.

21 494. Old GM's and GM's actions as set forth herein occurred in the conduct  
22 of trade or commerce as defined under N.H. REV. STAT. § 358-A:1.

23 495. The CPA prohibits a person, in the conduct of any trade or commerce,  
24 from doing any of the following: "(V) Representing that goods or services have ...  
25 characteristics, ... uses, benefits, or quantities that they do not have;" "(VII)  
26 Representing that goods or services are of a particular standard, quality, or grade, ...  
27 if they are of another;" and "(IX) Advertising goods or services with intent not to sell  
28 them as advertised." N.H. REV. STAT. § 358-A:2. GM is directly liable for engaging

1 in unfair and deceptive acts or practices in the conduct of trade or commerce in  
2 violation of the CPA, and also has successor liability for the violations of Old GM.

3 496. In the course of Old GM's and GM's business, both Companies  
4 willfully failed to disclose and actively concealed the dangerous ignition switch  
5 defect in the Defective Vehicles as described above. Accordingly, both Companies  
6 engaged in unlawful trade practices, including: (1) representing that the Defective  
7 Vehicles have characteristics, uses, benefits, and qualities which they do not have;  
8 (2) representing that the Defective Vehicles are of a particular standard and quality  
9 when they are not; and (3) advertising the Defective Vehicles with the intent not to  
10 sell them as advertised. Old GM and GM knew or should have known that their  
11 conduct violated the CPA.

12 497. As alleged above, Old GM made numerous material statements about  
13 the safety and reliability of the Defective Vehicles that were either false or  
14 misleading. Each of these statements contributed to the deceptive context of both  
15 Companies' unlawful advertising and representations as a whole.

16 498. As described herein, both Companies knew of the safety ignition switch  
17 defect, while the Class was deceived by the Companies' omission into believing the  
18 Defective Vehicles were safe, and the information could not have reasonably been  
19 known by the consumer until the February and March 2014 recalls.

20 499. While Old GM knew of the ignition switch defects by 2001, it  
21 continued to design, manufacture, and market the Defective Vehicles until 2007.

22 500. All the while, Old GM knew that the vehicles had an unreasonable  
23 propensity to shut down during ordinary driving conditions, leading to an  
24 unreasonable risk of serious bodily injury or death.

25 501. Old GM's and GM's deceptive practices were likely to and did in fact  
26 deceive reasonable consumers, including Class members, about the true safety and  
27  
28

1 reliability of the Defective Vehicles. Both Companies nevertheless failed to warn  
2 Class members about these inherent dangers despite having a duty to do so.

3 502. Whether or not a vehicle's ignition switch will malfunction, (a) causing  
4 the car's engine and electrical system to shut off, (b) disabling the power steering  
5 and power brakes, and (c) causing the non-deployment of the vehicle's airbags in a  
6 crash, are facts that a reasonable consumer would consider important in selecting a  
7 vehicle to purchase or lease. When Class members bought a Defective Vehicle for  
8 personal, family, or household purposes, they reasonably expected the vehicle would  
9 feature a non-defective, safe ignition switch.

10 503. Old GM's and GM's acts and practices were unfair and unconscionable,  
11 because their acts and practices, including the manufacture and sale of vehicles with  
12 an ignition switch defect, and the Companies' failure to adequately disclose the  
13 defect to NHTSA and the Class and timely implement a remedy, offend established  
14 public policy, and because the harm the Companies caused consumers greatly  
15 outweighs any benefits associated with those practices. The Companies' conduct has  
16 also impaired competition within the automotive vehicles market and has prevented  
17 the Class from making fully informed decisions about whether to lease, purchase,  
18 and/or retain the Defective Vehicles.

19 504. Class members were injured in their property as a result of Old GM's  
20 and GM's violation of the NCPA. Class members overpaid for their Defective  
21 Vehicles and did not receive the benefit of their bargain, and their vehicles have  
22 suffered a diminution in value.

23 505. Because Old GM's and GM's willful conduct caused injury to Class  
24 members' property through violations of the CPA, the Class seeks recovery of actual  
25 damages or \$1,000, whichever is greater, discretionary treble damages, and  
26 reasonable attorneys' fees, under N.H. REV. STAT. § 358-A:10.

**NEW JERSEY**

**VIOLATION OF NEW JERSEY CONSUMER FRAUD ACT**

**(N.J. STAT. ANN. § 56:8-1, *et seq.*)**

506. Plaintiff realleges and incorporates by reference all paragraphs as though fully set forth herein.

507. In the event the Court declines to certify a nationwide Class, Plaintiff brings this claim solely on behalf of Class members who reside in New Jersey.

508. The New Jersey Consumer Fraud Act (“CFA”) makes unlawful “[t]he act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing concealment, suppression or omission of any material fact with the intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise or real estate, or with the subsequent performance of such person as aforesaid, whether or not any person has in fact been misled, deceived or damaged thereby...” N.J. STAT. ANN. § 56:8-2.

509. Old GM was, and GM is, a person within the meaning of the CFA. N.J. STAT. ANN. § 56:8-1(d).

510. In the course of the Companies’ business, they knowingly failed to disclose and actively concealed the dangerous risks of the ignition switch defect in the Defective Vehicles as described above. This was an unlawful practice in that the Companies represented that the Defective Vehicles have characteristics, uses, benefits, and qualities which they do not have; represented that the Defective Vehicles are of a particular standard and quality when they are not; and advertised the Defective Vehicles with the intent not to sell them as advertised. The Companies knew or should have known that their conduct violated the CFA.

511. Old GM engaged in an unlawful practice under the CFA when it failed to disclose material information concerning the Defective Vehicles which it knew at the time of the sale. Old GM deliberately withheld the information about the

1 vehicles' propensity to shut down during ordinary driving conditions so that  
2 consumers would purchase its vehicles and to induce the consumer to enter into a  
3 transaction.

4 512. The Companies' unlawful practices caused substantial injury to  
5 consumers.

6 513. The ignition switch defects, and the resultant propensity of the  
7 Defective Vehicles to inadvertently shut down during normal driving conditions, was  
8 material to Plaintiff and the Class. Had Plaintiff and the Class known that their  
9 Defective Vehicles had these serious safety defects, they would not have purchased  
10 their Defective Vehicles.

11 514. Plaintiff and the Class suffered ascertainable loss of money or property  
12 caused by the Companies' unlawful practices. Plaintiff and the Class overpaid for  
13 their vehicles and did not receive the benefit of their bargain. The value of their  
14 Defective Vehicles has diminished now that the safety issues have come to light, and  
15 Plaintiff and the Class own vehicles that are not safe. GM exacerbated the  
16 diminution of value, and therefore the harm to Plaintiff and the Class, by continuing  
17 the campaign of deception as alleged above.

18 515. Plaintiff and the Class are entitled to recover legal and/or equitable  
19 relief, treble damages, and reasonable attorneys' fees pursuant to N.J. STAT. ANN.  
20 § 56:8-19.

21 516. Pursuant to N.J. STAT. ANN. § 56:8-20, Plaintiff will mail a copy of the  
22 complaint to New Jersey's Attorney General within ten (10) days of filing it with the  
23 Court.

24 **NEW MEXICO**

25 **VIOLATIONS OF THE NEW MEXICO UNFAIR TRADE PRACTICES ACT**

26 **(N.M. STAT. ANN. §§ 57-12-1, *et seq.*)**

27 517. Plaintiff realleges and incorporates by reference all paragraphs as  
28 though fully set forth herein.



1           518. In the event the Court declines to certify a nationwide Class, Plaintiff  
2 brings this claim solely on behalf of Class members residing in New Mexico.

3           519. Old GM, GM, and Class members are “person[s]” under the New  
4 Mexico Unfair Trade Practices Act (“New Mexico UTPA”), N.M. STAT. ANN. § 57-  
5 12-2.

6           520. Old GM’s and GM’s actions as set forth herein occurred in the conduct  
7 of trade or commerce as defined under N.M. STAT. ANN. § 57-12-2.

8           521. Old GM’s and GM’s acts and omissions described herein constitute  
9 unfair or deceptive acts or practices under N.M. STAT. ANN. § 57-12-2. Specifically,  
10 by failing to disclose and actively concealing the dangerous ignition switch defect in  
11 Defective Vehicles, Old GM and GM engaged in deceptive business practices  
12 prohibited by the New Mexico UTPA, including: (1) representing that the Defective  
13 Vehicles have characteristics and benefits, which they do not have; (2) representing  
14 that the Defective Vehicles are of a particular standard, quality, and grade when they  
15 are not; (3) using exaggeration as to a material fact and by doing so deceiving or  
16 tending to deceive; (4) failing to state a material fact and by doing so deceiving or  
17 tending to deceive; and (5) representing that a transaction involving the Defective  
18 Vehicles confers or involves rights, remedies, and obligations which it does not. *See*  
19 N.M. STAT. ANN. § 57-12-2. GM is directly liable for engaging in unfair or  
20 deceptive acts or practices in violation of the New Mexico UTPA, and also has  
21 successor liability for the violations of Old GM.

22           522. As alleged herein, Old GM made numerous material statements about  
23 the safety and reliability of the Defective Vehicles that were either false or  
24 misleading. Each of these statements contributed to the deceptive context of both  
25 Companies’ unlawful advertising and representations as a whole.

26           523. As described herein, both Companies knew of the safety ignition switch  
27 defect, while the Class was deceived by the Companies’ omission into believing the  
28

1 Defective Vehicles were safe, and the information could not have reasonably been  
2 known by the consumer until the February and March 2014 recalls.

3 524. While Old GM knew of the ignition switch defects by 2001, it  
4 continued to design, manufacture, and market the Defective Vehicles until 2007.

5 525. All the while, Old GM knew that the vehicles had an unreasonable  
6 propensity to shut down during ordinary driving conditions, leading to an  
7 unreasonable risk of serious bodily injury or death.

8 526. Old GM's and GM's deceptive practices were likely to and did in fact  
9 deceive reasonable consumers, including Class members, about the true safety and  
10 reliability of the Defective Vehicles. Both Companies nevertheless failed to warn  
11 Class members about these inherent dangers despite having a duty to do so.

12 527. Old GM and GM took advantage of the lack of knowledge, ability,  
13 experience, and capacity of the Class members to a grossly unfair degree. Old GM's  
14 and GM's actions resulted in a gross disparity between the value received and the  
15 price paid by the Class members. Old GM's and GM's actions constitute  
16 unconscionable actions under § 57-12-2(E) of the New Mexico UTPA.

17 528. Old GM's and GM's acts and practices were unfair and unconscionable,  
18 because their acts and practices, including the manufacture and sale of vehicles with  
19 an ignition switch defect, and the Companies' failure to adequately disclose the  
20 defect to NHTSA and the Class and timely implement a remedy, offend established  
21 public policy, and because the harm the Companies caused consumers greatly  
22 outweighs any benefits associated with those practices. The Companies' conduct has  
23 also impaired competition within the automotive vehicles market and has prevented  
24 the Class from making fully informed decisions about whether to lease, purchase,  
25 and/or retain the Defective Vehicles.

26 529. Class members were actually harmed as a result of Old GM's and GM's  
27 violation of the New Mexico UTPA. Class members overpaid for their Defective  
28

1 Vehicles and did not receive the benefit of their bargain, and their vehicles have  
2 suffered a diminution in value.

3 530. Class members also seek punitive damages against GM because both  
4 Old GM's and GM's conduct was malicious, willful, reckless, wanton, fraudulent  
5 and in bad faith. Old GM and GM fraudulently and willfully misrepresented the  
6 safety and reliability of the Defective Vehicles, deceived Class members on life-or-  
7 death matters, and concealed material facts that only they knew, all to avoid the  
8 expense and public relations nightmare of correcting a deadly flaw in the Defective  
9 Vehicles it repeatedly promised Class members were safe. Because Old GM's and  
10 GM's conduct was malicious, willful, reckless, wanton, fraudulent and in bad faith, it  
11 warrants punitive damages.

12 531. Because Old GM's and GM's unconscionable, willful conduct caused  
13 actual harm to Class members, the Class seeks recovery of actual damages or \$100,  
14 whichever is greater, discretionary treble damages, punitive damages, and reasonable  
15 attorneys' fees and costs, under N.M. STAT. ANN. § 57-12-10.

16 **NEW YORK**

17 **DECEPTIVE ACTS OR PRACTICES**

18 **(N.Y. GEN. BUS. LAW § 349 AND 350)**

19 532. Plaintiff realleges and incorporates by reference all paragraphs as  
20 though fully set forth herein.

21 533. In the event the Court declines to certify a nationwide Class, Plaintiff  
22 brings this claim solely on behalf of Class members residing in New York.

23 534. New York General Business Law ("G.B.L."), N.Y. GEN. BUS. LAW  
24 § 349, makes unlawful "[d]eceptive acts or practices in the conduct of any business,  
25 trade or commerce."

26 535. In the course of Old GM's and GM's business, they willfully failed to  
27 disclose and actively concealed the dangerous ignition switch defect in the Defective  
28 Vehicles as described above. Accordingly, Old GM made untrue, deceptive or

1 misleading representations of material facts and both Companies omitted and/or  
2 concealed material facts. GM is directly liable for engaging in deceptive acts or  
3 practices in the conduct of any business, trade, or commerce in violation of the  
4 G.B.L., and also has successor liability for the violations of Old GM.

5 536. As alleged herein, Old GM made numerous material statements about  
6 the safety and reliability of the Defective Vehicles that were either false or  
7 misleading. Each of these statements contributed to the deceptive context of both  
8 Companies' unlawful advertising and representations as a whole.

9 537. As described herein, both Companies knew of the safety ignition switch  
10 defect, while the Class was deceived by the Companies' omission into believing the  
11 Defective Vehicles were safe, and the information could not have reasonably been  
12 known by the consumer until the February and March 2014 recalls.

13 538. While Old GM knew of the ignition switch defects by 2001, it  
14 continued to design, manufacture, and market the Defective Vehicles until 2007.

15 539. All the while, Old GM knew that the vehicles had an unreasonable  
16 propensity to shut down during ordinary driving conditions, leading to an  
17 unreasonable risk of serious bodily injury or death.

18 540. Whether or not a vehicle's ignition switch will malfunction, (a) causing  
19 the car's engine and electrical system to shut off, (b) disabling the power steering  
20 and power brakes, and (c) causing the non-deployment of the vehicle's airbags in a  
21 crash, are facts that a reasonable consumer would consider important in selecting a  
22 vehicle to purchase or lease. When Class members bought a Defective Vehicle for  
23 personal, family, or household purposes, they reasonably expected the vehicle would  
24 feature a non-defective, safe ignition switch.

25 541. Old GM's and GM's deceptive practices were likely to and did in fact  
26 deceive reasonable consumers, including Class members, about the true safety and  
27 reliability of the Defective Vehicles. Both Companies nevertheless failed to warn  
28 Class members about these inherent dangers despite having a duty to do so.

1           542. Old GM's and GM's acts and practices were unfair and unconscionable,  
2 because their acts and practices, including the manufacture and sale of vehicles with  
3 an ignition switch defect, and the Companies' failure to adequately disclose the  
4 defect to NHTSA and the Class and timely implement a remedy, offend established  
5 public policy, and because the harm the Companies caused consumers greatly  
6 outweighs any benefits associated with those practices. The Companies' conduct has  
7 also impaired competition within the automotive vehicles market and has prevented  
8 the Class from making fully informed decisions about whether to lease, purchase,  
9 and/or retain the Defective Vehicles.

10           543. Old GM's and GM's deceptive and unfair acts and practices  
11 significantly impact the public as actual consumers of the Defective Vehicles, which  
12 pose an unreasonable risk of death or serious bodily injury to Class members,  
13 passengers, other motorists, pedestrians, and the public at large, because they are  
14 susceptible to ignition switch malfunction causing the car's engine and electrical  
15 system to shut off, disabling the power steering and power brakes and causing the  
16 non-deployment of the vehicle's airbags in the event of a crash. Public interest is also  
17 affected because Class members were injured in exactly the same way as millions of  
18 others purchasing and/or leasing Defective Vehicles as a result of both Companies'  
19 generalized course of deception. All of the wrongful conduct alleged herein  
20 occurred, and continues to occur, in the conduct of Old GM's and GM's businesses.

21           544. The Class suffered injury caused by Old GM's and GM's violation of  
22 the G.B.L. Class members overpaid for their Defective Vehicles and did not receive  
23 the benefit of their bargain, and their vehicles have suffered a diminution in value.

24           545. Class members also seek punitive damages against GM because both  
25 Old GM's and GM's conduct evidences egregious conduct. Old GM and GM  
26 egregiously misrepresented the safety and reliability of the Defective Vehicles,  
27 deceived Class members on life-or-death matters, and concealed material facts that  
28 only they knew, all to avoid the expense and public relations nightmare of correcting

1 a deadly flaw in the Defective Vehicles they repeatedly promised Class members  
2 were safe. Old GM's and GM's egregious conduct warrants punitive damages.

3 546. Because Old GM's and GM's willful and knowing conduct caused  
4 injury to Class members, the Class seeks recovery of actual damages or \$50,  
5 whichever is greater, discretionary treble damages up to \$1,000, punitive damages,  
6 and reasonable attorneys' fees, under N.Y. GEN. BUS. LAW § 349.

7 **NORTH DAKOTA**

8 **VIOLATION OF THE NORTH DAKOTA CONSUMER FRAUD ACT**

9 **(N.D. CENT. CODE § 51-15-02)**

10 547. Plaintiff realleges and incorporates by reference all paragraphs as  
11 though fully set forth herein.

12 548. In the event the Court declines to certify a nationwide Class, Plaintiff  
13 brings this claim solely on behalf of Class members who reside in North Dakota.

14 549. The conduct of Old GM and GM as set forth herein constitutes  
15 deceptive acts or practices, fraud, and misrepresentation, including, but not limited  
16 to, Old GM's manufacture and sale of vehicles with defective ignition switches that  
17 the Companies failed to adequately investigate, disclose and remedy, and the  
18 Companies' misrepresentations and omissions regarding the safety and reliability of  
19 the Defective Vehicles.

20 550. Plaintiff and the Class were injured as a result of the Companies'  
21 conduct. Plaintiff and the Class overpaid for their Defective Vehicles and did not  
22 receive the benefit of their bargain, and their vehicles have suffered a diminution in  
23 value, which was exacerbated by GM's continuation of the campaign of deception as  
24 described above.

25 551. The Companies' conduct proximately caused injuries to Plaintiff and  
26 the Class.

27 552. Further, the Companies knowingly committed the conduct described  
28 above, and thus, under N.D. CENT. CODE § 51-15-09, GM is liable to Plaintiff and

1 the Class for treble damages in amounts to be proven at trial, as well as attorneys'  
2 fees, costs, and disbursements.

3 **OHIO**

4 **COUNT I**

5 **VIOLATION OF OHIO CONSUMER SALES PRACTICES ACT**

6 **(OHIO REV. CODE ANN. § 1345.01, *et seq.*)**

7 553. Plaintiff realleges and incorporates by reference all paragraphs as  
8 though fully set forth herein.

9 554. In the event the Court declines to certify a nationwide Class, Plaintiff  
10 brings this claim solely on behalf of Class members who reside in Ohio.

11 555. The Ohio Consumer Protection Act, OHIO REV. CODE § 1345.02,  
12 prohibits unfair or deceptive acts or practices in connection with a consumer  
13 transaction. Specifically, the Act prohibits suppliers from representing that goods  
14 have characteristics or uses or benefits which they do not have. The Act also  
15 prohibits suppliers from representing that their goods are of a particular quality or  
16 grade they are not.

17 556. Old GM and GM are “suppliers” as that term is defined in the Ohio  
18 Consumer Protection Act, OHIO REV. CODE § 1345.01(C).

19 557. Plaintiff and the Class are “consumers” as that term is defined in the  
20 Ohio Consumer Protection Act, OHIO REV. CODE § 1345.01(D).

21 558. The conduct of the Companies alleged above constitutes unfair and/or  
22 deceptive consumer sales practices in violation of OHIO REV. CODE § 1345.02  
23 because Old GM represented through advertising and other marketing  
24 communications that the vehicles were new and free from defects and could be  
25 driven safely in normal operation. Instead, the vehicles were not of the standard,  
26 quality or grade of new vehicles.

27 559. The Companies’ conduct caused Plaintiff’s damages as alleged.  
28

1           560. Plaintiff and the Class specifically do not allege herein a claim for  
2 violation of OHIO REV. CODE § 1345.72.

3           561. As a result of the foregoing wrongful conduct of the Companies,  
4 Plaintiff and the Class have been damaged in an amount to be proven at trial,  
5 including, but not limited to, actual and statutory damages, treble damages, court  
6 costs and reasonable attorneys' fees, pursuant to OHIO REV. CODE § 1345.09, *et seq.*

7                           **COUNT II**

8                   **VIOLATION OF OHIO DECEPTIVE TRADE PRACTICES ACT**  
9                   **(OHIO REV. CODE ANN. § 4165.01, *et seq.*)**

10           562. Plaintiff realleges and incorporates by reference all paragraphs as  
11 though fully set forth herein.

12           563. In the event the Court declines to certify a nationwide Class, Plaintiff  
13 brings this claim solely on behalf of Class members who reside in Ohio.

14           564. OHIO REV. CODE § 4165.02(A) provides that a “person engages in a  
15 deceptive trade practice when, in the course of the person’s business, vocation, or  
16 occupation,” the person does any of the following: “(2) Causes likelihood of  
17 confusion or misunderstanding as to the source, sponsorship, approval, or  
18 certification of goods or services; ... (7) Represents that goods or services have  
19 sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that  
20 they do not have or that a person has a sponsorship, approval, status, affiliation, or  
21 connection that the person does not have; ... (9) Represents that goods or services  
22 are of a particular standard, quality, or grade, or that goods are of a particular style or  
23 model, if they are of another; ... [or] (11) Advertises goods or services with intent  
24 not to sell them as advertised.”

25           565. Old GM and GM are “persons” within the meaning of OHIO REV. CODE  
26 § 4165.01(D).





1           575. Class members are “persons” under the Oklahoma Consumer Protection  
2 Act (“OCPA”), OKLA. STAT. TIT. 15 § 752.

3           576. The sale of the Defective Vehicles to the Class members was a  
4 “consumer transaction” within the meaning of OKLA. STAT. TIT. 15 § 752, and Old  
5 GM’s and GM’s actions as set forth herein occurred in the conduct of trade or  
6 commerce.

7           577. Old GM and GM engaged in deceptive and unfair trade practices  
8 prohibited by the OCPA, including, but not limited to, making a false or misleading  
9 representation to Class members, knowingly or with reason to know, as to the  
10 approval or certification of the Defective Vehicles; Making a false representation to  
11 Class members, knowingly or with reason to know, as to the characteristics or  
12 benefits of the Defective Vehicles; Representing to Class members, knowingly or  
13 with reason to know, that the Defective Vehicles were of a particular standard when  
14 they were of another; and Advertising to Class members, knowingly or with reason  
15 to know, the Defective Vehicles with intent not to sell them as advertised. *See* OKLA.  
16 STAT. TIT. 15, § 753. GM is directly liable for engaging in deceptive and unfair trade  
17 practices prohibited by the OCPA, and also has successor liability for the violations  
18 of Old GM.

19           578. As alleged herein, Old GM made numerous material statements about  
20 the safety and reliability of the Defective Vehicles that were either false or  
21 misleading. Each of these statements contributed to the deceptive context of both  
22 Companies’ unlawful advertising and representations as a whole.

23           579. Both Old GM and GM also failed to disclose and actively concealed the  
24 dangerous ignition switch defect in the Defective Vehicles. Both Companies knew  
25 of the ignition switch defect, while the Class was deceived by the Companies’  
26 omission into believing the Defective Vehicles were safe, and the information could  
27 not have reasonably been known by the consumer until the February and March 2014  
28 recalls.

1           580. While Old GM knew of the ignition switch defects by 2001, it  
2 continued to design, manufacture, and market the Defective Vehicles until 2007.

3           581. All the while, Old GM knew that the vehicles had an unreasonable  
4 propensity to shut down during ordinary driving conditions, leading to an  
5 unreasonable risk of serious bodily injury or death.

6           582. Both Companies nevertheless failed to warn Class members about these  
7 inherent dangers despite having a duty to do so. Old GM's and GM's deceptive  
8 practices were likely to and did in fact deceive reasonable consumers, including  
9 Class members, about the true safety and reliability of the Defective Vehicles.

10          583. Old GM's and GM's deceptive and unfair acts and practices  
11 significantly impact the public since the Defective Vehicles pose an unreasonable  
12 risk of death or serious bodily injury to Class members, passengers, other motorists,  
13 pedestrians, and the public at large, because they are susceptible to ignition switch  
14 malfunction causing the car's engine and electrical system to shut off, disabling the  
15 power steering and power brakes and causing the non-deployment of the vehicle's  
16 airbags in the event of a crash. Public interest is also affected because Class  
17 members were injured in exactly the same way as millions of others purchasing  
18 and/or leasing Defective Vehicles as a result of both Companies' generalized course  
19 of deception. All of the wrongful conduct alleged herein occurred, and continues to  
20 occur, in the conduct of Old GM's and GM's businesses.

21          584. The Class suffered injury-in-fact caused by Old GM's and GM's  
22 violation of the OCPA. Class members overpaid for their Defective Vehicles and  
23 did not receive the benefit of their bargain, and their vehicles have suffered a  
24 diminution in value.

25          585. Old GM's and GM's acts and practices were unfair and unconscionable,  
26 because their acts and practices, including the manufacture and sale of vehicles with  
27 an ignition switch defect, and the Companies' failure to adequately disclose the  
28 defect to NHTSA and the Class and timely implement a remedy, offend established

1 public policy, and because the harm the Companies caused consumers greatly  
2 outweighs any benefits associated with those practices. The Companies' conduct has  
3 also impaired competition within the automotive vehicles market and has prevented  
4 Plaintiff and the Class from making fully informed decisions about whether to lease,  
5 purchase and/or retain Defective Vehicles.

6 586. Because Old GM's and GM's unconscionable conduct caused injury to  
7 Class members, the Class seeks recovery of actual damages, discretionary damages  
8 up to \$2,000 per violation, and reasonable attorneys' fees, under OKLA. STAT. TIT. 15  
9 § 761.1.

10 **OREGON**

11 **VIOLATION OF THE OREGON UNLAWFUL TRADE PRACTICES ACT**  
12 **(OR. REV. STAT. §§ 646.605, *et seq.*)**

13 587. Plaintiff realleges and incorporates by reference all paragraphs as  
14 though fully set forth herein.

15 588. In the event the Court declines to certify a nationwide Class, Plaintiff  
16 brings this claim solely on behalf of Oregon residents.

17 589. The Oregon Unfair Trade Practices Act ("OUTPA") prohibits a person  
18 from, in the course of the person's business, doing any of the following:  
19 "(e) Represent[ing] that ... goods ... have ... characteristics ... uses, benefits, ... or  
20 qualities that they do not have; (g) Represent[ing] that ... goods ... are of a particular  
21 standard [or] quality ... if they are of another; and (i) Advertis[ing] ... goods or  
22 services with intent not to provide them as advertised." OR. REV. STAT.  
23 § 646.608(1).

24 590. Old GM was, and GM is, a person within the meaning of OR. REV.  
25 STAT. § 646.605(4).

26 591. The Defective Vehicles at issue are "goods" obtained primarily for  
27 personal family or household purposes within the meaning of OR. REV. STAT.  
28 § 646.605(6).

1           592. In the course of the Companies' business, they willfully failed to  
2 disclose and actively concealed the dangerous risk posed by the defective ignition  
3 switches in the Defective Vehicles as described above. Accordingly, the Companies  
4 engaged in unlawful trade practices, including representing that Defective Vehicles  
5 have characteristics, uses, benefits, and qualities which they do not have;  
6 representing that Defective Vehicles are of a particular standard and quality when  
7 they are not; and advertising Defective Vehicles with the intent not to sell them as  
8 advertised. The Companies knew or should have known that their conduct violated  
9 the OUTPA.

10           593. As a result of these unlawful trade practices, Plaintiff and the Class have  
11 suffered ascertainable loss.

12           594. Old GM engaged in a deceptive trade practice when it failed to disclose  
13 material information concerning the Defective Vehicles which it knew at the time of  
14 the sale. Old GM deliberately withheld the information about the vehicles'  
15 propensity to inadvertently shut down in order to ensure that consumers would  
16 purchase its vehicles and to induce the consumer to enter into a transaction.

17           595. The propensity of the Defective Vehicles to inadvertently shut down  
18 during ordinary operation was material to Plaintiff and the Class. Had Plaintiff and  
19 the Class known that their vehicles had these serious safety defects, they would not  
20 have purchased their Defective Vehicles.

21           596. Plaintiff and the Class suffered ascertainable loss caused by the  
22 Companies' failure to disclose material information. Plaintiff and the Class overpaid  
23 for their vehicles and did not receive the benefit of their bargain. The value of their  
24 Defective Vehicles has diminished now that the safety issues have come to light, and  
25 Plaintiff and the Class own vehicles that are not safe.

26           597. Plaintiff and the Class are entitled to recover the greater of actual  
27 damages or \$200 pursuant to OR. REV. STAT. § 646.638(1). Plaintiff and the Class  
28

1 are also entitled to punitive damages because the Companies engaged in conduct  
2 amounting to a particularly aggravated, deliberate disregard of the rights of others.

3 598. Pursuant to OR. REV. STAT. § 646.638(2), Plaintiff will mail a copy of  
4 the complaint to Oregon's attorney general.

5 **PENNSYLVANIA**

6 **VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE**  
7 **PRACTICES AND CONSUMER PROTECTION LAW**

8 **(73 P.S. § 201-1, *et seq.*)**

9 599. Plaintiff realleges and incorporates by reference all paragraphs as  
10 though fully set forth herein.

11 600. In the event the Court declines to certify a nationwide Class, Plaintiff  
12 brings this claim solely on behalf of Class members who reside in Pennsylvania.

13 601. The conduct of Old GM and GM as set forth herein constitutes unfair or  
14 deceptive acts or practices, including, but not limited to, Old GM's manufacture and  
15 sale of vehicles with a serious ignition switch defect, which the Companies failed to  
16 adequately investigate, disclose and remedy, and the Companies' misrepresentations  
17 and omissions regarding the safety and reliability of the Defective Vehicles.

18 602. The Companies' actions as set forth above occurred in the conduct of  
19 trade or commerce.

20 603. The Companies' actions impact the public interest because Plaintiff was  
21 injured in exactly the same way as millions of others purchasing and/or leasing  
22 Defective Vehicles as a result of the Companies' generalized course of deception.  
23 All of the wrongful conduct alleged herein occurred, and continues to occur, in the  
24 conduct of the Companies' business.

25 604. Plaintiff and the Class suffered ascertainable loss as a result of the  
26 Companies' conduct. Plaintiff and the Class overpaid for their Defective Vehicles  
27 and did not receive the benefit of their bargain, and their vehicles have suffered a  
28 diminution in value.

1           605. The Companies' conduct proximately caused injuries to Plaintiff and  
2 the Class.

3           606. GM is liable to Plaintiff and the Class for damages in amounts to be  
4 proven at trial, including attorneys' fees, costs, and treble damages.

5                               **RHODE ISLAND**

6                   **VIOLATION OF THE RHODE ISLAND UNFAIR TRADE PRACTICES**  
7                   **AND CONSUMER PROTECTION ACT**

8                               **(R.I. GEN. LAWS § 6-13.1, *et seq.*)**

9           607. Plaintiff realleges and incorporates by reference all paragraphs as  
10 though fully set forth herein.

11           608. In the event the Court declines to certify a nationwide Class, Plaintiff  
12 and the Class bring this case solely on behalf of Class members who reside in Rhode  
13 Island.

14           609. Plaintiff and the Class are persons who purchased or leased goods  
15 primarily for personal, family, or household purposes within the meaning of R.I.  
16 GEN. LAWS § 6-13.1-5.2(a).

17           610. Rhode Island's Unfair Trade Practices and Consumer Protection Act  
18 ("UTPCPA") prohibits "unfair or deceptive acts or practices in the conduct of any  
19 trade or commerce" including: "(v) Representing that goods or services have  
20 sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that  
21 they do not have"; "(vii) Representing that goods or services are of a particular  
22 standard, quality, or grade ..., if they are of another"; "(ix) Advertising goods or  
23 services with intent not to sell them as advertised"; "(xii) Engaging in any other  
24 conduct that similarly creates a likelihood of confusion or of misunderstanding";  
25 "(xiii) Engaging in any act or practice that is unfair or deceptive to the consumer";  
26 and "(xiv) Using any other methods, acts or practices which mislead or deceive  
27 members of the public in a material respect." R.I. GEN. LAWS § 6-13.1-1(6).  
28

1           611. In the course of the business of Old GM and GM, the Companies  
2 willfully failed to disclose and actively concealed the dangerous risks caused by the  
3 ignition switch defects in the Defective Vehicles as described above. Accordingly,  
4 the Companies engaged in unlawful trade practices, including: (1) representing that  
5 the Defective Vehicles have characteristics, uses, benefits, and qualities which they  
6 do not have; (2) representing that the Defective Vehicles are of a particular standard  
7 and quality when they are not; (3) advertising the Defective Vehicles with the intent  
8 not to sell them as advertised; and (4) otherwise engaging in conduct likely to  
9 deceive.

10           612. The Companies' actions as set forth above occurred in the conduct of  
11 trade or commerce.

12           613. Plaintiff and the Class suffered ascertainable loss of money as a result of  
13 the Companies' violation of the UTPCPA.

14           614. Plaintiff and the Class were injured as a result of the Companies'  
15 conduct in that Plaintiff and the Class overpaid for their Defective Vehicles and did  
16 not receive the benefit of their bargain, and their vehicles have suffered a diminution  
17 in value. These injuries are the direct and natural consequence of the Companies'  
18 misrepresentations and omissions.

19           615. Accordingly, Plaintiff and the Class are entitled to recover the greater of  
20 actual damages or \$200 pursuant to R.I. GEN. LAWS § 6-13.1-5.2(a).

21                           **SOUTH CAROLINA**  
22                           **UNFAIR TRADE PRACTICES ACT**  
23                           **(S.C. CODE ANN. § 39-5-10, *et seq.*)**

24           616. Plaintiff realleges and incorporates by reference all paragraphs as  
25 though fully set forth herein.

26           617. In the event the Court declines to certify a nationwide Class, Plaintiff  
27 bring this claim solely on behalf of Class members who are South Carolina residents.

28           618. Old GM was, and GM is, a "person" under S.C. CODE ANN. § 39-5-10.



1           619. The Companies both participated in unfair or deceptive acts or practices  
2 that violated the South Carolina Unfair Trade Practices Act (the “Act”), S.C. CODE  
3 ANN. § 39-5-10, *et seq.*, as described above and below.

4           620. By failing to disclose and actively concealing the dangerous risk caused  
5 by the ignition switch defects in the Defective Vehicles, the Companies engaged in  
6 unfair or deceptive practices prohibited by the Act, S.C. CODE ANN. § 39-5-10, *et*  
7 *seq.*, including: (1) representing that the Defective Vehicles have characteristics,  
8 uses, benefits, and qualities which they do not have; (2) representing that the  
9 Defective Vehicles are of a particular standard, quality, and grade when they are not;  
10 (3) advertising the Defective Vehicles with the intent not to sell them as advertised;  
11 (4) representing that a transaction involving the Defective Vehicles confers or  
12 involves rights, remedies, and obligations which it does not; and (5) representing that  
13 the subject of a transaction involving the Defective Vehicles has been supplied in  
14 accordance with a previous representation when it has not.

15           621. As alleged above, the Companies made numerous material statements  
16 about the safety and reliability of the Defective Vehicles that were either false or  
17 misleading. Each of these statements contributed to the deceptive context of the  
18 Companies’ unlawful advertising and representations as a whole.

19           622. The Companies knew that ignition switch in the Defective Vehicles was  
20 defectively designed or manufactured, would fail without warning, and was not  
21 suitable for its intended use of turning the vehicle off based solely on driver  
22 commands. The Companies nevertheless failed to warn Plaintiff about these  
23 inherent dangers despite having a duty to do so.

24           623. The Companies each owed Plaintiff and the Class a duty to disclose the  
25 defective nature of the Defective Vehicles, including the dangerous risks posed by  
26 the defective ignition switches, because the Companies:

27           a. Possessed exclusive knowledge of the defects rendering the  
28 Defective Vehicles inherently more dangerous and unreliable than similar vehicles;

1           b.     Intentionally concealed the hazardous situation with the Defective  
2 Vehicles in order to hide the life-threatening problems from Plaintiff; and/or

3           c.     Made incomplete representations about the safety and reliability  
4 of the Defective Vehicles, while purposefully withholding material facts from  
5 Plaintiff and the Class that contradicted these representations.

6           624. Defective Vehicles equipped with defective ignition switches pose an  
7 unreasonable risk of death or serious bodily injury to Plaintiff, passengers, other  
8 motorists, pedestrians, and the public at large, because they are susceptible to the  
9 inadvertent shut down of the vehicle and its electrical systems, including brakes,  
10 power steering and airbags.

11          625. Whether or not a vehicle (a) shuts down only when commanded to do so  
12 and (b) maintains operable brakes, power steering and airbags during ordinary  
13 operation, are facts that a reasonable consumer would consider important in selecting  
14 a vehicle to purchase or lease. When Plaintiff and the Class bought a Defective  
15 Vehicle for personal, family, or household purposes, they reasonably expected the  
16 vehicle would (a) shut down only when commanded to do so and (b) maintain  
17 operable brakes, power steering and airbags during ordinary operation.

18          626. The Companies' unfair or deceptive trade practices were likely to and  
19 did in fact deceive reasonable consumers, including Plaintiff, about the true safety  
20 and reliability of the Defective Vehicles.

21          627. As a result of their violations of the Act detailed above, the Companies  
22 caused actual damage to Plaintiff and the Class and, if not stopped, will continue to  
23 harm Plaintiff and the Class. Plaintiff and the Class currently own or lease Defective  
24 Vehicles that are defective and inherently unsafe. The ignition switch defects have  
25 caused the value of the Defective Vehicles to plummet.

26          628. Plaintiff and the Class risk irreparable injury as a result of the  
27 Companies' acts and omissions in violation of the Act, and these violations present a  
28 continuing risk to Plaintiff and the Class as well as to the general public.

1           629. Pursuant to S.C. CODE ANN. § 39-5-140, Plaintiff seeks monetary relief  
2 against GM to recover for their sustained losses.

3           630. Plaintiff further alleges that GM's malicious and deliberate conduct  
4 warrants an assessment of punitive damages because GM carried out despicable  
5 conduct with willful and conscious disregard of the rights and safety of others,  
6 subjecting Plaintiff and the Class to cruel and unjust hardship as a result. The  
7 Companies intentionally and willfully misrepresented the safety and reliability of the  
8 Defective Vehicles, deceived Plaintiff on life-or-death matters, and concealed  
9 material facts that only they knew, all to avoid the expense and public relations  
10 nightmare of correcting a deadly flaw in the Defective Vehicles they repeatedly  
11 promised Plaintiff was safe. GM's unlawful conduct constitutes malice, oppression,  
12 and fraud warranting punitive damages.

13           631. Plaintiff further seeks an order enjoining GM's unfair or deceptive acts  
14 or practices, restitution, punitive damages, costs of Court, attorney's fees, and any  
15 other just and proper relief available under the Act.

16                               **SOUTH DAKOTA**

17                               **VIOLATION OF THE SOUTH DAKOTA**  
18                               **DECEPTIVE TRADE PRACTICES ACT**

19                               **(S.D. CODIFIED LAWS § 37-24-6)**

20           632. Plaintiff realleges and incorporates by reference all paragraphs as  
21 though fully set forth herein.

22           633. In the event the Court declines to certify a nationwide Class, Plaintiff  
23 brings this claim solely on behalf of Class members who reside in South Dakota.

24           634. The conduct of Old GM and GM as set forth herein constitutes  
25 deceptive acts or practices, fraud, and misrepresentation, including, but not limited  
26 to, Old GM's manufacture and sale of vehicles with an ignition switch defect which  
27 the Companies failed to adequately investigate, disclose and remedy, and the  
28

1 Companies misrepresentations and omissions regarding the safety and reliability of  
2 the Defective Vehicles.

3 635. Plaintiff and the Class were injured as a result of the Companies'  
4 conduct. Plaintiff and the Class overpaid for their Defective Vehicles and did not  
5 receive the benefit of their bargain, and their vehicles have suffered a diminution in  
6 value.

7 636. The Companies' conduct proximately caused the injuries to Plaintiff  
8 and the Class.

9 637. Under S.D. CODIFIED LAWS § 37-24-31, Plaintiff and the Class are  
10 entitled to a recovery of their actual damages suffered as a result of GM's acts and  
11 practices, including the acts and practices of Old GM for which GM has successor  
12 liability

13 **TENNESSEE**

14 **VIOLATION OF TENNESSEE CONSUMER PROTECTION ACT**

15 **(TENN. CODE ANN. § 47-18-101, *et seq.*)**

16 638. Plaintiff realleges and incorporates by reference all paragraphs as  
17 though fully set forth herein.

18 639. In the event the Court declines to certify a nationwide Class, Plaintiff  
19 brings this claim solely on behalf of Class members who reside in Tennessee.

20 640. Old GM and GM misrepresented the safety of the Defective Vehicles  
21 after learning of their defects with the intent that Plaintiff rely on such  
22 representations in her decision regarding the purchase, lease and/or use of a  
23 Defective Vehicle.

24 641. Plaintiff did, in fact, rely on such representations in their decision  
25 regarding the purchase, lease and/or use of the Defective Vehicles.

26 642. Through these misleading and deceptive statements and false promises,  
27 the Companies violated the Tennessee Consumer Protection Act.  
28

643. The Tennessee Consumer Protection Act applies to the Companies' transactions with Plaintiff and the Class because the Companies' deceptive scheme was carried out in Tennessee and affected Plaintiff and the Class.

644. The Companies also failed to advise NHSTA and the public about what they knew about the ignition switch defects in the Defective Vehicles.

645. Plaintiff relied on the Companies' silence as to known defects in connection with her decision regarding the purchase, lease and/or use of a Defective Vehicle.

646. As a direct and proximate result of GM's deceptive conduct and violation of the Tennessee Consumer Protection Act, and the violations of Old GM for which GM has successor liability, Plaintiff and the Class have sustained and will continue to sustain economic losses and other damages for which they are entitled to declaratory relief, and compensatory and equitable damages in an amount to be proven at trial.

**TEXAS**

## VIOLATIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT

(TEX. BUS. & COM. CODE §§ 17.41, *et seq.*)

647. Plaintiff realleges and incorporates by reference all paragraphs as though fully set forth herein.

648. In the event the Court declines to certify a nationwide Class, Plaintiff brings this claim solely on behalf of Class members who reside in Texas.

649. The conduct of Old GM and GM described above constitutes acts and omissions constitute false, misleading or deceptive acts or practices under the Texas Deceptive Trade Practices – Consumer Protection Act, TEX. BUS. & COM. CODE § 17.41, *et seq.* (“Texas DTPA”).

650. By failing to disclose and actively concealing the dangerous ignition switch defects in the Defective Vehicles, the Companies engaged in deceptive business practices prohibited by the Texas DTPA, including: (1) representing that

1 the Defective Vehicles have characteristics, uses, benefits, and qualities which they  
2 do not have; (2) representing that the Defective Vehicles are of a particular standard,  
3 quality, and grade when they are not; (3) advertising the Defective Vehicles with the  
4 intent not to sell them as advertised; (4) representing that a transaction involving the  
5 Defective Vehicles confers or involves rights, remedies, and obligations which it  
6 does not; and (5) failing to disclose information concerning the Defective Vehicles  
7 with the intent to induce consumers to purchase or lease the Defective Vehicles.

8 651. As alleged above, the Companies made numerous material statements  
9 about the safety and reliability of the Defective Vehicles that were either false or  
10 misleading. Each of these statements contributed to the deceptive context of the  
11 Companies' unlawful advertising and representations as a whole.

12 652. The Companies' unfair or deceptive acts or practices were likely to and  
13 did in fact deceive reasonable consumers, including Plaintiff, about the true safety  
14 and reliability of the Defective Vehicles.

15 653. In purchasing, leasing and/or continuing to use their vehicles, Plaintiff  
16 and the Class relied on the misrepresentations and/or omissions of the Companies  
17 with respect of the safety and reliability of the vehicles. The Companies'  
18 representations turned out not to be true because the vehicles can unexpectedly and  
19 dangerously shut down during ordinary driving conditions. Had Plaintiff and the  
20 Class known this they would not have purchased or leased their Defective Vehicles  
21 and/or paid as much for them, and they would not have retained and continued to use  
22 them.

23 654. GM is, therefore liable to Plaintiff and the Class for damages under  
24 §§ 17.50(a)(2) and 17.50(b) of the Texas DTPA, both because of its own violations  
25 and because of its successor liability for the violations of Old GM. These same  
26 actions also constitute an unconscionable action or course of action under  
27 § 17.50(a)(3) of the Texas DTPA.

655. Plaintiff and the Class sustained damages as a result of the Companies' unlawful acts and are, therefore, entitled to damages and other relief provided for under § 17.50(b) of the Texas DTPA. Because this conduct was committed knowingly and/or intentionally, the Plaintiff and the Class are entitled to treble damages.

656. For those Plaintiff and the Class who wish to rescind their purchases, they are entitled under § 17.50(b)(4) to rescission and other relief necessary to restore any money or property that was acquired from them based on violations of the Texas DTPA.

657. Plaintiff and the Class also seek court costs and attorneys' fees under § 17.50(d) of the Texas DTPA.

**UTAH**

## VIOLATION OF UTAH CONSUMER SALES PRACTICES ACT

(UCSPA, UTAH CODE ANN. § 13-11-1, *et seq.*)

658. Plaintiff realleges and incorporates by reference all paragraphs as though fully set forth herein.

659. In the event the Court declines to certify a nationwide Class, Plaintiff brings this claim solely on behalf of Class members who reside in Utah.

660. Old GM and GM are each “suppliers” under the Utah Consumer Sales Practices Act (“UCSPA”), UTAH CODE ANN. § 13-11-3.

661. Class members are “persons” under UTAH CODE ANN. § 13-11-3.

662. The sale of the Defective Vehicles to the Class members was a “consumer transaction” within the meaning of UTAH CODE ANN. § 13-11-3.

663. This UCSPA makes unlawful any “deceptive act or practice by a supplier in connection with a consumer transaction” under UTAH CODE ANN. § 13-11-4. Specifically, “a supplier commits a deceptive act or practice if the supplier knowingly or intentionally: (a) indicates that the subject of a consumer transaction has sponsorship, approval, performance characteristics, accessories, uses, or benefits,

1 if it has not” or “(b) indicates that the subject of a consumer transaction is of a  
2 particular standard, quality, grade, style, or model, if it is not.” UTAH CODE ANN. §  
3 13-11-4. “An unconscionable act or practice by a supplier in connection with a  
4 consumer transaction” also violates the UCSPA. UTAH CODE ANN. § 13-11-5. GM is  
5 directly liable for engaging in deceptive acts and practices in connection with a  
6 consumer transaction in violation of the UCSPA, and also has successor liability for  
7 the deceptive acts and practices of Old GM.

8 664. By misrepresenting the safety of the Defective Vehicles and omitting  
9 the material fact of the ignition switch defect, Old GM and GM violated the UCSPA  
10 by knowingly or intentionally indicating that the Defective Vehicles had  
11 performance, characteristics, or benefits they did not, and that the Defective Vehicles  
12 were of a particular standard, quality, or grade they were not.

13 665. As alleged herein, Old GM made numerous material statements about  
14 the safety and reliability of the Defective Vehicles that were either false or  
15 misleading, and that Old GM and GM knew or had reason to know were false.

16 666. Both Old GM and GM also failed to disclose and actively concealed the  
17 dangerous ignition switch defect in the Defective Vehicles. Both Companies knew  
18 of the ignition switch defect, while the Class was deceived by the Companies’  
19 omission into believing the Defective Vehicles were safe, and the information could  
20 not have reasonably been known by the consumer until the February and March 2014  
21 recalls.

22 667. While Old GM knew of the ignition switch defects by 2001, it  
23 continued to design, manufacture, and market the Defective Vehicles until 2007.

24 668. All the while, Old GM knew that the vehicles had an unreasonable  
25 propensity to shut down during ordinary driving conditions, leading to an  
26 unreasonable risk of serious bodily injury or death.

27 669. Old GM’s and GM’s deceptive practices were likely to and did in fact  
28 deceive reasonable consumers, including Class members, about the true safety and



1 reliability of the Defective Vehicles. Both Companies nevertheless failed to warn  
2 Class members about these inherent dangers despite having a duty to do so.

3 670. As a result of their violations of the UCSPA detailed above, Old GM  
4 and GM caused ascertainable loss of money or property to Class members. Class  
5 members currently own or lease Defective Vehicles that are defective and inherently  
6 unsafe. Defective and dangerous ignition switches have caused the value of the  
7 Defective Vehicles to plummet.

8 671. Class members also seek punitive damages against GM because both  
9 Old GM's and GM's conduct was willful, malicious, intentionally fraudulent, and  
10 displayed reckless disregard for the rights of the Class members. Old GM and GM  
11 willfully, maliciously, recklessly, and fraudulently misrepresented the safety and  
12 reliability of the Defective Vehicles, deceived Class members on life-or-death  
13 matters, and concealed material facts that only they knew, all to avoid the expense  
14 and public relations nightmare of correcting a deadly flaw in the Defective Vehicles  
15 they repeatedly promised Class members were safe. Because Old GM's and GM's  
16 unlawful conduct was willful, malicious, intentionally fraudulent, and displayed  
17 reckless disregard for the rights of the Class members, it warrants punitive damages.

18 672. Class members suffered ascertainable loss as a result of Old GM's and  
19 GM's knowing, intentional, and unconscionable violation of the UCSPA. The Class  
20 therefore requests that each Class member recover either their actual damages or  
21 \$2000, whichever is greater, punitive damages, and reasonable attorneys' fees, under  
22 UTAH CODE ANN. § 13-11-19(2),(5).

23 **VERMONT**

24 **VIOLATION OF VERMONT CONSUMER FRAUD ACT**

25 **(VT. STAT. ANN. TIT. 9, § 2451 *et seq.*)**

26 673. Plaintiff realleges and incorporates by reference all paragraphs as  
27 though fully set forth herein.  
28

1           674. In the event the Court declines to certify a nationwide Class, Plaintiff  
2 brings these claims solely on behalf of Class members who are Vermont residents.

3           675. The Vermont Consumer Fraud Act (“VCFA”) makes unlawful “[u]nfair  
4 methods of competition in commerce, and unfair or deceptive acts or practices in  
5 commerce....” VT. STAT. ANN. TIT. 9, § 2453(a).

6           676. Old GM was, and GM is, a seller within the meaning of the VCFA. VT.  
7 STAT. ANN. TIT. 9, § 2451(a)(c).

8           677. In the course of the Companies’ business, they willfully failed to  
9 disclose and actively concealed the dangerous risk of ignition switch defects in the  
10 Defective Vehicles as described above. This was a deceptive act in that the  
11 Companies represented that the Defective Vehicles have characteristics, uses,  
12 benefits, and qualities which they do not have; represented that the Defective  
13 Vehicles are of a particular standard and quality when they are not; and advertised  
14 the Defective Vehicles with the intent not to sell them as advertised. The Companies  
15 knew or should have known that their conduct violated the VCFA.

16           678. Old GM engaged in a deceptive trade practice under the VCFA when it  
17 failed to disclose material information concerning the Defective Vehicles which was  
18 known to Old GM at the time of the sale. Old GM deliberately withheld the  
19 information about the vehicles’ propensity for unintended shut down during normal  
20 driving conditions in order to ensure that consumers would purchase the Defective  
21 Vehicles and to induce the consumer to enter into a transaction.

22           679. The information withheld was material in that it was information that  
23 was important to consumers and likely to affect their choice of, or conduct regarding,  
24 the purchase of their cars. Old GM’s withholding of this information was likely to  
25 mislead consumers acting reasonably under the circumstances. The propensity of the  
26 Defective Vehicles to inadvertently shut down during ordinary driving conditions  
27 was material to Plaintiff and the Class. Had Plaintiff and the Class known that their  
28

1 Defective Vehicles had these serious safety defects, they would not have purchased  
2 their Defective Vehicles.

3 680. The Companies' conduct has caused or will cause a substantial injury  
4 that is not reasonably avoided by consumers, and the harm is not outweighed by a  
5 countervailing benefit to consumers or competition.

6 681. Plaintiff and the Class have suffered injury and damages as a result of  
7 the Companies' false or fraudulent representations and practices in violation of  
8 § 2453, including the violations of GM itself and the violations of Old GM for which  
9 GM has successor liability. Plaintiff and the Class overpaid for their vehicles and  
10 did not receive the benefit of their bargain. The value of their Defective Vehicles  
11 has diminished now that the safety issues have come to light, and Plaintiff and the  
12 Class own vehicles that are not safe.

13 682. Plaintiff and the Class are entitled to recover "appropriate equitable  
14 relief" and "the amount of [their] damages, or the consideration or the value of the  
15 consideration given by [them], reasonable attorney's fees, and exemplary damages  
16 not exceeding three times the value of the consideration given by [them]" pursuant to  
17 VT. STAT. ANN. TIT. 9, § 2461(b).

18 **VIRGINIA**

19 **VIOLATION OF VIRGINIA CONSUMER PROTECTION ACT**

20 **(VCPA, VA. CODE ANN. 15 §§ 59.1-196, *et seq.*)**

21 683. Plaintiff realleges and incorporates by reference all paragraphs as  
22 though fully set forth herein.

23 684. In the event the Court declines to certify a nationwide Class, this claim  
24 is brought solely on behalf of Class members who are Virginia residents.

25 685. Old GM and GM are each a "supplier" under VA. CODE ANN. § 59.1-198.

26 686. The sale of the Defective Vehicles to the Class members was a  
27 "consumer transaction" within the meaning of VA. CODE ANN. § 59.1-198. The  
28 VCPA makes unlawful any "fraudulent acts or practices committed by a supplier in

1 connection with a consumer transaction” specifically “2. Misrepresenting the source,  
2 sponsorship, approval, or certification of goods or services;” “5. Misrepresenting that  
3 goods or services have certain quantities, characteristics, ingredients, uses, or  
4 benefits;” “6. Misrepresenting that goods or services are of a particular standard,  
5 quality, grade, style, or model;” “8. Advertising goods or services with intent not to  
6 sell them as advertised;” and “14. Using any other deception, fraud, false pretense,  
7 false promise, or misrepresentation in connection with a consumer transaction.” VA.  
8 CODE ANN. § 59.1-200. GM is directly liable for engaging in fraudulent acts and  
9 practices in violation of the VCPA, and also has successor liability for the fraudulent  
10 acts and practices of Old GM.

11 687. Old GM violated the VCPA by “[m]isrepresenting the source,  
12 sponsorship, approval, or certification of goods or services,” “[m]isrepresenting that  
13 goods or services have certain quantities, characteristics, ingredients, uses, or  
14 benefits,” “[m]isrepresenting that goods or services are of a particular standard,  
15 quality, grade, style, or model,” and “[a]dvertising goods or services with intent not  
16 to sell them as advertised.” VA. CODE ANN. § 59.1-200.

17 688. Both Old GM and GM violated the VCPA by “[u]sing any other  
18 deception, fraud, false pretense, false promise, or misrepresentation in connection  
19 with a consumer transaction.” VA. CODE ANN. § 59.1-200.

20 689. As alleged above, both Companies knew of the ignition switch defect,  
21 while the Class was deceived by the Companies’ omission into believing the  
22 Defective Vehicles were safe, and the information could not have reasonably been  
23 known by the consumer until the February and March 2014 recalls.

24 690. Old GM also violated the VCPA by representing that the Defective  
25 Vehicles were safe such that reasonable people believed the represented or suggest  
26 state of affairs to be true; namely, that the Defective vehicles were safe. By  
27 representing the Defective Vehicles were safe, Old GM in effect misrepresented the  
28 certification, characteristics, benefits, standard, quality, and grade of the Defective

1 Vehicles, while also advertising the Defective Vehicles with intent not to sell them  
2 as advertised.”

3 691. Old GM’s and GM’s acts and practices were unfair and unconscionable,  
4 because their acts and practices, including the manufacture and sale of vehicles with  
5 an ignition switch defect, and the Companies’ failure to adequately disclose the  
6 defect to NHTSA and the Class and timely implement a remedy, offend established  
7 public policy, and because the harm the Companies caused consumers greatly  
8 outweighs any benefits associated with those practices. The Companies’ conduct has  
9 also impaired competition within the automotive vehicles market and has prevented  
10 Plaintiff and the Class from making fully informed decisions about whether to lease,  
11 purchase and/or retain the Defective Vehicles.

12 692. While Old GM knew of the ignition switch defects by 2001, it  
13 continued to design, manufacture, and market the Defective Vehicles until 2007.

14 693. All the while, Old GM knew that the vehicles had an unreasonable  
15 propensity to shut down during ordinary driving conditions, leading to an  
16 unreasonable risk of serious bodily injury or death.

17 694. As a result of their violations of the VCPA detailed above, Old GM and  
18 GM caused ascertainable loss of money or property to Class members. Class  
19 members currently own or lease Defective Vehicles that are defective and inherently  
20 unsafe. Defective and dangerous ignition switches have caused the value of the  
21 Defective Vehicles to plummet.

22 695. Class members also seek punitive damages against GM because both  
23 Old GM’s and GM’s conduct was willfully and wantonly negligent and/or malicious.  
24 Old GM and GM willfully, wantonly, and maliciously misrepresented the safety and  
25 reliability of the Defective Vehicles, deceived Class members on life-or-death  
26 matters, and concealed material facts that only they knew, all to avoid the expense  
27 and public relations nightmare of correcting a deadly flaw in the Defective Vehicles  
28 they repeatedly promised Class members were safe. Because Old GM’s and GM’s

1 unlawful conduct was willfully and wantonly negligent and/or malicious, it warrants  
2 punitive damages.

3 696. Class members suffered loss as a result of Old GM's and GM's willful  
4 violation of the VCPA. The Class therefore seeks treble damages or \$1000,  
5 whichever is greater, punitive damages, and reasonable attorneys' fees, under VA.  
6 CODE ANN. § 59.1-204(A).

7 **WASHINGTON**  
8 **VIOLATION OF THE CONSUMER PROTECTION ACT**  
9 **(REV. CODE WASH. ANN. §§ 19.86.010, *et seq.*)**

10 697. Plaintiff realleges and incorporates by reference all paragraphs as  
11 though fully set forth herein.

12 698. In the event the Court declines to certify a nationwide Class, Plaintiff  
13 brings this claim solely on behalf of Class members who are residents of the State of  
14 Washington.

15 699. The conduct of Old GM and GM as set forth herein constitutes unfair or  
16 deceptive acts or practices, including, but not limited to, Old GM's manufacture and  
17 sale of vehicles with an ignition switch defect which the Companies failed to  
18 adequately investigate, disclose and remedy, and the Companies' misrepresentations  
19 and omissions regarding the safety and reliability of the Defective Vehicles.

20 700. The Companies' actions as set forth above occurred in the conduct of  
21 trade or commerce.

22 701. The Companies' actions impact the public interest because Plaintiff was  
23 injured in exactly the same way as millions of others purchasing and/or leasing  
24 Defective Vehicles as a result of the Companies' generalized course of deception.  
25 All of the wrongful conduct alleged herein occurred, and continues to occur, in the  
26 conduct of the Companies' business.

27 702. Plaintiff and the Class were injured as a result of the Companies'  
28 conduct. Plaintiff and the Class overpaid for their Defective Vehicles and did not

1 receive the benefit of their bargain, and their vehicles have suffered a diminution in  
2 value, and that diminution has been exacerbated by GM's perpetuation of the  
3 campaign of deception begun by Old GM.

4 703. The Companies' conduct proximately caused the injuries to Plaintiff  
5 and the Class.

6 704. GM is liable to Plaintiff and the Class for damages in amounts to be  
7 proven at trial, including attorneys' fees, costs, and treble damages.

8 705. Pursuant to WASH. REV. CODE. ANN. § 19.86.095, Plaintiff will serve  
9 the Washington Attorney General with a copy of this complaint as Plaintiff seeks  
10 injunctive relief.

11 **WEST VIRGINIA**

12 **VIOLATIONS OF THE CONSUMER CREDIT AND PROTECTION ACT**

13 **(W. VA. CODE § 46A-1-101, *et seq.*)**

14 706. Plaintiff realleges and incorporates by reference all paragraphs as  
15 though fully set forth herein.

16 707. In the event the Court declines to certify a nationwide Class, Plaintiff  
17 brings this claim solely on behalf of Class members who are residents of West  
18 Virginia.

19 708. Old GM was, and GM is, a "person" under W.VA. CODE § 46A-1-  
20 102(31).

21 709. Plaintiff and the Class are "consumers," as defined by W.VA. CODE  
22 §§ and 46A-1-102(12) and 46A-6-102(2), who purchased or leased one or more  
23 Defective Vehicles.

24 710. Old GM and GM both participated in unfair or deceptive acts or  
25 practices that violated the Consumer Credit and Protection Act ("CCPA"), W. VA.  
26 CODE § 46A-1-101, *et seq.* as described above and below. GM is directly liable for  
27 its violations of law, and has successor liability for the violations of Old GM.  
28

1           711. By failing to disclose and actively concealing the dangerous risks posed  
2 by the defective ignition switches in the Defective Vehicles, the Companies engaged  
3 in deceptive business practices prohibited by the CCPA, W. VA. CODE § 46A-1-101,  
4 *et seq.*, including: (1) representing that the Defective Vehicles have characteristics,  
5 uses, benefits, and qualities which they do not have; (2) representing that the  
6 Defective Vehicles are of a particular standard, quality, and grade when they are not;  
7 (3) advertising the Defective Vehicles with the intent not to sell them as advertised;  
8 (4) representing that a transaction involving the Defective Vehicles confers or  
9 involves rights, remedies, and obligations which it does not; and (5) representing that  
10 the subject of a transaction involving the Defective Vehicles has been supplied in  
11 accordance with a previous representation when it has not.

12           712. As alleged above, the Companies made numerous material statements  
13 about the safety and reliability of the Defective Vehicles that were either false or  
14 misleading. Each of these statements contributed to the deceptive context of the  
15 Companies' unlawful advertising and representations as a whole.

16           713. The Companies knew that the ignition switches in the Defective  
17 Vehicles were defectively designed or manufactured, would fail without warning,  
18 and was not suitable for their intended use of shutting down the vehicle only in  
19 response to driver commands. The Companies nevertheless failed to warn Plaintiff  
20 and the Class about these inherent dangers despite having a duty to do so.

21           714. The Companies each owed Plaintiff and the Class a duty to disclose the  
22 defective nature of the Defective Vehicles, including the dangerous risk the vehicles  
23 would unexpectedly shut down, rendering the vehicle, its power steering and brakes,  
24 and its airbags, inoperable, because the Companies:

- 25           a. Possessed exclusive knowledge of the defects rendering the  
26 Defective Vehicles inherently more dangerous and unreliable than similar vehicles;  
27           b. Intentionally concealed the hazardous situation with the Defective  
28 Vehicles; and/or



1 c. Made incomplete representations about the safety and reliability  
2 of the Defective Vehicles while purposefully withholding material facts from  
3 Plaintiff and the Class that contradicted these representations.

4 715. Defective Vehicles equipped with defective ignition switch pose an  
5 unreasonable risk of death or serious bodily injury to Plaintiff, passengers, other  
6 motorists, pedestrians, and the public at large.

7 716. Whether or not a vehicle (a) shuts down only when commanded to do so  
8 and (b) suddenly loses power steering, breaks, and airbag, are facts that a reasonable  
9 consumer would consider important in selecting a vehicle to purchase or lease. When  
10 Plaintiff and the Class bought a Defective Vehicle for personal, family, or household  
11 purposes, they reasonably expected the vehicle would (a) not shut down unless  
12 commanded to do so by the driver; and (b) maintain operable brakes, power steering  
13 and airbags.

14 717. The Companies' unfair or deceptive acts or practices were likely to  
15 deceive reasonable consumers, including Plaintiff, about the true safety and  
16 reliability of the Defective Vehicles.

17 718. As a result of its violations of the CCPA detailed above, the Companies  
18 caused ascertainable loss to Plaintiff and the Class and, if not stopped, will continue  
19 to harm Plaintiff. Plaintiff and the Class currently own or lease Defective Vehicles  
20 that are defective and inherently unsafe. The ignition switch defects have caused the  
21 value of the Defective Vehicles to plummet.

22 719. Plaintiff and the Class risk irreparable injury as a result of GM's acts  
23 and omissions in violation of the CCPA, and these violations present a continuing  
24 risk to Plaintiff as well as to the general public, especially with respect to other  
25 Defective Vehicles, which Plaintiff believes exist and have not yet been recalled.

26 720. Notice will be sent to GM in compliance with W. VA. CODE § 46A-6-  
27 106 more than twenty days prior to the filing of an Amended Complaint.  
28

1           721. Pursuant to W. VA. CODE § 46A-1-106, Plaintiff seeks monetary relief  
2 against GM measured as the greater of (a) actual damages in an amount to be  
3 determined at trial and (b) statutory damages in the amount of \$200 per violation of  
4 the CCPA for each Plaintiff and each member of the Class they seek to represent.

5           722. Plaintiff also seeks punitive damages against GM because the  
6 Companies carried out despicable conduct with willful and conscious disregard of  
7 the rights and safety of others, subjecting Plaintiff to cruel and unjust hardship as a  
8 result. The Companies intentionally and willfully misrepresented the safety and  
9 reliability of the Defective Vehicles, deceived Plaintiff on life-or-death matters, and  
10 concealed material facts that only they knew, all to avoid the expense and public  
11 relations nightmare of correcting a deadly flaw in the Defective Vehicles it  
12 repeatedly promised Plaintiff was safe. The Companies' unlawful conduct  
13 constitutes malice, oppression, and fraud warranting punitive damages.

14           723. Plaintiff believes that the recalls and repairs instituted by GM have not  
15 been adequate. Defective Vehicles still are defective and, Plaintiff believes, the  
16 recall has not been offered to all Defective Vehicle owners.

17           724. Plaintiff further seeks an order enjoining GM's unfair or deceptive acts  
18 or practices, restitution, punitive damages, costs of Court, attorney's fees under W.  
19 VA. CODE § 46A-5-101, *et seq.*, and any other just and proper relief available under  
20 the CCPA.

21                                   **WISCONSIN**

22                                   **VIOLATIONS OF THE WISCONSIN**  
23                                   **DECEPTIVE TRADE PRACTICES ACT**

24                                   **(WISC. STAT. § 110.18)**

25           725. Plaintiff realleges and incorporates by reference all paragraphs as  
26 though fully set forth herein.

27           726. In the event the Court declines to certify a nationwide Class, Plaintiff  
28 brings this claim solely on behalf of Class members who reside in Wisconsin.

1           727. The Companies' above-described acts and omissions constitute false,  
2 misleading or deceptive acts or practices under the Wisconsin Deceptive Trade  
3 Practices Act § 110.18 ("Wisconsin DTPA").

4           728. By failing to disclose and misrepresenting the risks posed by defective  
5 ignition switches in the Defective Vehicles, the Companies engaged in deceptive  
6 business practices prohibited by the Wisconsin DTPA, including: (1) representing  
7 that the Defective Vehicles have characteristics, uses, benefits, and qualities which  
8 they do not have; (2) representing that the Defective Vehicles are of a particular  
9 standard, quality, and grade when they are not; (3) advertising the Defective  
10 Vehicles with the intent not to sell them as advertised; (4) representing that a  
11 transaction involving the Defective Vehicles confers or involves rights, remedies,  
12 and obligations which it does not; and (5) representing that the subject of a  
13 transaction involving the Defective Vehicles has been supplied in accordance with a  
14 previous representation when it has not.

15           729. As alleged above, the Companies made numerous material statements  
16 about the safety and reliability of the Defective Vehicles that were either false or  
17 misleading. Each of these statements contributed to the deceptive context of the  
18 Companies' unlawful advertising and representations as a whole.

19           730. The Companies' unfair or deceptive acts or practices were likely to and  
20 did in fact deceive reasonable consumers, including Plaintiff, about the true safety  
21 and reliability of the Defective Vehicles.

22           731. In purchasing or leasing their vehicles, and in retaining and continuing  
23 to operate them, Plaintiff and the Class relied on the misrepresentations and/or  
24 omissions of the Companies with respect to the safety and reliability of the vehicles.  
25 The Companies' representations turned out not to be true because the vehicles can  
26 unexpectedly and dangerously shut down during ordinary driving conditions. Had  
27 the Plaintiff and the Class known this they would not have purchased or leased their  
28

1 Defective Vehicles and/or paid as much for them, and they would not have retained  
2 and continued to operate them.

3 732. Plaintiff and the Class sustained damages as a result of the Companies'  
4 unlawful acts and are, therefore, entitled to damages and other relief provided for  
5 under § 110.18(11)(b)(2) of the Wisconsin DTPA. Because the Companies' conduct  
6 was committed knowingly and/or intentionally, the Plaintiff and the Class are  
7 entitled to treble damages.

8 733. Plaintiff and the Class also seek court costs and attorneys' fees under  
9 § 110.18(11)(b)(2) of the Wisconsin DTPA.

10 **WYOMING**

11 **VIOLATION OF THE WYOMING CONSUMER PROTECTION ACT**  
12 **(WYO. STAT. §§ 45-12-105, *et seq.*)**

13 734. Plaintiff realleges and incorporates by reference all paragraphs as  
14 though fully set forth herein.

15 735. In the event the Court declines to certify a nationwide Class, Plaintiff  
16 brings this claim solely on behalf of Class members who reside in Wyoming.

17 736. Under the Wyoming Consumer Protection Act, a person engages in a  
18 deceptive trade practice when, in the course of its business and in connection with a  
19 consumer transaction it knowingly: "(iii) Represents that merchandise is of a  
20 particular standard, grade, style or model, if it is not"; "(v) Represents that  
21 merchandise has been supplied in accordance with a previous representation, if it has  
22 not..."; "(viii) Represents that a consumer transaction involves a warranty, a  
23 disclaimer of warranties, particular warranty terms, or other rights, remedies or  
24 obligations if the representation is false"; "(x) Advertises merchandise with intent  
25 not to sell it as advertised"; or "(xv) Engages in unfair or deceptive acts or  
26 practices." WYO. STAT. § 45-12-105.

27 737. In the course of the Companies' business, they willfully failed to  
28 disclose and actively concealed the dangerous risk posed by the ignition switch

1 defects in the Defective Vehicles as described above. Accordingly, the Companies  
2 engaged in deceptive trade practices, including (among other things) representing  
3 that the Defective Vehicles are of a particular standard and grade, which they are not;  
4 advertising the Defective Vehicles with the intent not to sell them as advertised; and  
5 overall engaging in unfair and deceptive acts or practices.

6 738. Old GM knowingly made false representations to consumers with the  
7 intent to induce consumers into purchasing Defective Vehicles. Plaintiff and the  
8 Class reasonably relied on false representations by Old GM and were induced to  
9 purchase Defective Vehicles. GM exacerbated the harm by continuing the campaign  
10 of deception begun by Old GM. As a result of these unlawful trade practices,  
11 Plaintiff and the Class have suffered ascertainable loss.

12 739. Plaintiff and the Class suffered ascertainable loss caused by the  
13 Companies' false representations and failure to disclose material information.  
14 Plaintiff and the Class overpaid for their vehicles and did not receive the benefit of  
15 their bargain. The value of their Defective Vehicles has diminished now that the  
16 safety issues have come to light, and Plaintiff and the Class own vehicles that are not  
17 safe.

18 740. Old GM was, and GM is, a "person" as required under the statute.

19 741. The Companies' actions as set forth above occurred in the course of  
20 business and in connection with a consumer transaction.

21 742. As required under the Wyoming Consumer Protection Act, a notice  
22 letter will be sent on behalf of the Class in connection with this case.

### 23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiff, individually and on behalf all others similarly  
25 situated, respectfully requests that this Court enter a judgment against GM and in  
26 favor of Plaintiff and the Class, and grant the following relief:

27 A. Determine that this action may be maintained as a Class action and  
28 certify it as such under Rule 23(b)(3), or alternatively certify all issues and claims

1 that are appropriately certified; and designate and appoint Plaintiff as Class  
2 Representative and Plaintiff's chosen counsel as Class Counsel;

3 B. Declare, adjudge and decree the conduct of GM as alleged herein to be  
4 unlawful, unfair and/or deceptive, and enjoin any such future conduct;

5 C. Award Plaintiff and Class members actual, compensatory damages, or,  
6 in the alternative, statutory damages, as proven at trial;

7 D. Award Plaintiff and the Class members exemplary damages in such  
8 amount as proven;

9 E. Award damages and other remedies as allowed by the laws of the States  
10 as alleged in the alternate statewide consumer counts;

11 F. Award Plaintiff and the Class members their reasonable attorneys' fees,  
12 costs, and pre-judgment and post-judgment interest;

13 G. Grant an injunction ordering GM to implement an effective remedy for  
14 all vehicles with defective ignition switches, including those not yet subject to recall;  
15 and

16 H. Award Plaintiff and the Class members such other further and different  
17 relief as the case may require or as determined to be just, equitable, and proper by  
18 this Court.

19 **JURY TRIAL DEMAND**

20 Plaintiff requests a trial by jury on the legal claims, as set forth herein.

21  
22 DATED: March 26, 2014

HAGENS BERMAN SOBOL SHAPIRO LLP

23 By: /s/ Elaine T. Byszewski

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11 UNITED STATES DISTRICT COURT  
12 CENTRAL DISTRICT OF CALIFORNIA  
13 SOUTHERN DIVISION

14 SYLVIA BENTON, individually and on  
15 behalf of all others similarly situated,

16 Plaintiff,

17 v.

18 GENERAL MOTORS COMPANY,

19 Defendant.

Case No.:

CLASS ACTION

**BENTON DECLARATION  
RE: CLRA VENUE**



1 I, Sylvia Benton, hereby declare and state as follows:

2 1. I have personal knowledge of the facts stated herein and, if necessary,  
3 could competently testify thereto.

4 2. I am a Plaintiff in the above-entitled action.

5 3. Pursuant to Cal. Civ. Code § 1780(d), I make this declaration in support  
6 of the Class Action Complaint and the claim therein for relief under Cal. Civ. Code  
7 § 1780(a).

8 4. This action for relief under Cal. Civ. Code § 1780(a) has been  
9 commenced in a county that is a proper place for trial of this action because  
10 Defendants do business in this District (the Central District of California) and  
11 throughout the State of California.

12 5. The Complaint filed in this matter contains causes of action for  
13 violations of the Consumers Legal Remedies Act against General Motors, LLC  
14 ("GM"), a Delaware limited liability company doing business nationwide, including  
15 California.

16 6. I own a 2005 Chevy Cobalt which I purchased used in Barstow,  
17 California.

18 I declare under penalty of perjury under the laws of the State of California that  
19 the foregoing Declaration is true and correct, and was executed by me in the city of  
20 Barstow, California, on March 19, 2014.

21  
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23  
24  
25 By Sylvia Benton  
26 Sylvia Benton  
27  
28